

## **ATTACHMENT 1**

<b>MINORITY PARTNERS</b>	<b>PARTNERSHIP</b>
S&D Partnership Alan R. Bell Michael T. Bowers Thomas DiBenedetto Om Parkash Kalra	Bremerton Cellular Telephone Company Salem Cellular Telephone Company
Delechi Corporation NNVI Investment LLC Lillian P. Lapa, individually and as Trustee of the Revocable Trust of Lillian P. Lapa Charles G. Miller Kenneth H. Moore Senyu Ueunten, individually and as Trustee of the Senyu Ueunten Trust Tina M. Wheatley	Provo Cellular Telephone Company
Joseph W. Carcione, Jr. Cell Cal X-T10 Thaddeus J. Derynda Thomas DiBenedetto Ferrell Capital Management, Inc. David Kunkle Lillian P. Lapa, individually and as Trustee of the Revocable Trust of Lillian P. Lapa Kenneth L. Ramsey Ronald Zajac	Bloomington Cellular Telephone Company
Michael T. Bowers Cell Cal V-T6 Ronald S. Chan Chin Cellular Limited Partnership David Cripps Delechi Corporation Martechen R. Dickson-Cooper Grant R. Parker, individually and as Trustee of the Doris J. Parker Testamentary Trust Edward Ensslin Roger Friz The Estate of Raveesh Kumra Timothy E. Lamonte Marbert Enterprises, Inc. Richard Monnoyer Beverly J. Monoyer Eric Poulson Tina M. Wheatley	Sarasota Cellular Telephone Company
Barrett Lhu Partnership Cynthia Sessions, Executrix of the Estate of Sharon Maloney NNVI Investment LLC Dar Barshis Jason Chartier, Trustee of Chartier Property Management	Bradenton Cellular Partnership

Dwight Clark Linda Clark David Cripps John Crocker Richard Erickson Cyril A. Harshman Dee La Monte Timothy La Monte Marbert Enterprises, Inc. Erik Paulson RCG Cellular Enterprises, Inc. S&D Partnership Gregory Tudoran Stella Tudoran David Veatch, Trustee of the Veatch Family Trust	
Joseph Carcione, Jr. CellCal X-T10 Mercury Enterprises II Merin Realty, Inc. Kenneth L. Ramsey The Linney Family Trust	Las Cruces Cellular Telephone Company
Om Kalra J&J Cellcom	Alton CellTelCo
Raymond John Landau Marbert Enterprises, Inc. Roger Clark Mukhtiar Grewal Edy Tan Temvik Cellular, Inc.	Galveston Cellular Partnership
NNVI Investment LLC David R. Flynn Kenneth L. Ramsey Ferrell Capital Management, Inc.	Bellingham Cellular Partnership
Richard Bruce Adams Trust Timothy & Gloria Attaway, Trustees James A. Attaway Frank Borreani Trust Paula Burson Brian Burson Cell Cal V-T6 Chin Cellular Ltd. Partnership Philip T. Cohen Delchi Corporation Doris J. Parker Trust Karen M Duignan Suzanne M. Frazier Edward Fritz Roger Fritz NNVI Investment LLC Ronald R. Jew	Reno Cellular Telephone Company

Sudkhir K. Khanna The Estate of Robert L. Kile Paul & Lillian Lapa Marbert Enterprises, Inc. Marquis Enterprises James D. McGehee Donald G. McMorran Richard Monnoyer Beverly Monnoyer Kenneth Moore Alan G. Morrill Jr. Revocable Trust Murphy Family Trust – B Henry Myers Abigal W Neumeyer Winifred Parker Bill Phillips Cheri Reish R-GO Communications Senyu Ueunten Trust Michael D. Shipman Virginia T. Staehli Family Trust Edy Tan William D. Davis Tina M. Wheatley	
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## **ATTACHMENT 2**

**GALVESTON CELLULAR PARTNERSHIP  
PARTNERSHIP AGREEMENT**

This Agreement is by and among the parties who have timely executed and delivered a Counterpart Signature Page for this Agreement ("Parties"). The Counterpart Signature Pages, together with the Agreement, constitutes the entire agreement of the Parties ("Agreement").

Whereas, each Party hereto is a signatory to and/or a successor-in-interest to a signatory to the Western Cellular Settlement Agreement and/or is a third-party beneficiary to the Joint Agreement, dated June 27, 1986, by and among: Cellular Equity Settlement Group; Sattlecom, Inc.; Denman Resources, Inc.; Cellular Management Services, Inc.; CPS Telecom, Inc.; Mobile Communications Enterprises, Inc.; Mobile Telephone Corporation; and Genesis Enterprises, Inc.; Western Cellular Services, Inc. d/b/a Western Cellular Alliance; and Sachs/Freeman Associates Inc. d/b/a Capital Alliance (which documents are collectively identified as the "Settlement Agreement") and:

Whereas, One Party, Ms. Lynn Juanes now holds the authorization ("Authorization") issued by the Federal Communications Commission ("FCC") to build and operate the non-wireline cellular system ("System") for Galveston-Texas City, TX MSA ("Market") and:

Whereas, in order to clarify each Party's rights and obligations with respect to the Authorization for the Market, the Parties desire to form the Galveston Cellular Partnership ("Partnership") to supersede and replace the Settlement Agreement under the terms and conditions set forth herein:

Now therefore, in consideration of the mutual obligations herein contained, the receipt and sufficiency of which consideration the Parties hereby acknowledge, the Parties agree as follows:

**I. Organization**

**1.1. Governing Agreement.** The Partnership shall be governed by the terms and conditions set forth herein.

**1.2 Name and Place of Business.** The name of the Partnership shall be the Galveston Cellular Partnership. The name may be changed from time to time by the Executive Committee of the Partnership ("Executive Committee"). The principal place of business of the Partnership shall be Galveston, TX or any other place authorized by the Executive Committee. The Partnership shall be a Texas General Partnership.

1.3. Purpose. The purpose and scope of the Partnership is to engage in the business of directly or indirectly constructing, owning, investing in, and operating cellular telephone systems, including the System for the Market and for other areas and to engage in related activities in the communications business in such form as the Partnership shall determine ("Partnership Business"). The Partnership may take any and all action necessary, incidental, or convenient to carry out the Partnership Business, including but not limited to: leasing, purchasing, and improving property and equipment for the System or for any other communications business; borrowing and raising money; executing documents; selling service on the System or for any other communications business to wholesale and retail customers; selling, leasing, installing and maintaining customer units used on the System or for any other communications business or for resale; and reselling or contracting to resell competing wireline cellular services in the Partnership's Market and any available surrounding areas.

1.4. Term. The term of the Partnership shall commence on December 1, 1988 ("Effective Date"). The term shall continue until the ninety-ninth anniversary of the Effective Date, or until earlier terminated as provided herein. Each term may be extended at its expiration date for a similar term upon approval by a majority vote of the Partners.

1.5. Formation. The Partnership shall consist of each Party who has returned an executed Counterpart Signature Page on or by the date specified thereon, but no earlier than thirty (30) days preceding the Effective Date of this Partnership. Parties who fail to become signatories to this Agreement shall forfeit their share in the Partnership to the other Partners, subject to prior FCC consent if any is necessary. All such forfeited shares shall automatically be contributed to each Partner's Ownership Share as specified in Section 2.3 below.

## II. Capital Contributions

2.1. Initial Partnership Share. Ms. Lynn Juanes ("Winning Partner") has a 50.0100% ownership interest in the Partnership. The other Parties to this Agreement ("Minority Partners") have acquired shares in the remaining 49.9900% ownership interest in the Partnership as specified in the Settlement Agreement with no single minority Partner owing more than an 0.9900% interest. All computations under this Agreement shall be to the nearest one-thousandth of a percent. Any amounts left over shall be added to increase the Winning Partner's interest.

2.2. Capital Contributions. Each Party who becomes a Partner ("Partner") shall contribute to the Partnership in cash its pro rata share of the capital of the Partnership in the amounts requested in writing ("Capital Call") from time to time

by the Executive Committee of the Partnership. Each Partner's capital contribution shall be made within thirty (30) days following the date that the Capital Call for the contribution is delivered to the Partner pursuant to Section 10.10 below. For purposes of this Agreement, each Partner's pro-rata share shall equal the percentage of its Ownership Interest in the Partnership at the time of the Capital Call.

**2.3. Ownership Percentages.** Each Partner shall initially have an ownership interest in the Partnership determined in accordance with Section 2.1 above and as specified in Attachment A. After the contributions have been made in response to each Capital Call, the interest in the Partnership ("Ownership Interest") held by each Partner shall equal the percentage derived by multiplying the Partner's total capital contributions by one hundred and then dividing by the total capital contributions made by all of the Partners.

**2.4. Initial Contribution.** The Winning Partner contributed the Authorization and her interest under the Settlement Agreement and the Minority Partners contributed their respective interests under the Settlement Agreement to the Partnership, each in return for an Ownership Interest in the Partnership.

**2.5. Failures to Contribute.** If any Partner fails to make all or part of a Capital Call when due pursuant to Section 2.2 above, the Executive Committee in its sole discretion have one or more Partners pay the Capital Call for the non-contributing Partner, in which case all payments so made shall be credited to the capital contributions of the Partner making such payments. No right to cure under this Agreement shall apply to any failure to make a Capital Call when due, unless approved by unanimous vote of the Executive Committee. At the discretion of the Executive Committee, any deficiency in meeting a Capital Call may be met by a further pro rata Capital Call on Partners other than the Partner responsible for the deficiency. Such further contributions shall be credited to the capital accounts of the Partners making the further contributions.

**2.6. Partnership Financing.** The amount of capital to be contributed to the Partnership by the Partners pursuant to each Capital Call shall not exceed that which is determined by the Executive Committee to be reasonably necessary to meet the Partnership's then past, present, and reasonably projected needs for the Partnership Business.

**2.7. Application Expenses.** No Partner shall be entitled to any credit as a capital contribution for the expenses the Partner incurred in connection with its own application or with the dismissal or contribution thereof on behalf of the Partnership. The costs of prosecuting the Winning Application which are incurred after the lottery, defending the Winning Application's

selection and grant, and developing the Partnership Business shall be borne by the Partnership, and not individually by the Winning Partner. This includes all such costs incurred subsequent to the Lottery and prior to the formation of the Partnership.

### III. Capital Accounts and Allocations

3.1. Title to Property. The Partnership shall hold sole and exclusive title to the capital of the Partnership and to all application, authorizations, equipment and other property, whether real, personal or intangible, acquired by the Partnership. The Partnership may acquire, own, lease, and utilize assets jointly with other entities, including entities affiliated with a Partner, and may commingle assets to the extent that the Executive Committee reasonably considers in its sole discretion to be appropriate and in the best interests of the Partnership, and title may be held in the name of persons designated by the Executive Committee so long as the Partnership's interest in such title is held for the benefit of the Partnership. No Partner shall have any right, in law or equity, to request the partition of any asset or property of the Partnership; to demand property other than cash upon any distribution by the Partnership; or (except if approved by the Executive Committee) to pledge, hypothecate, grant a security interest in, or otherwise encumber any asset of the Partnership.

3.2. Capital Accounts. A separate capital account ("Capital Account") shall be maintained for each Partner on the books of the Partnership in accordance with generally accepted accounting principles. The Capital Account of each Partner shall (i) be credited with the Partner's cash capital contributions to the Partnership and with the net income and gain, if any, of the Partnership allocated to such Partner and (ii) be charged with the net losses, if any, of the Partnership allocated to such Partner and with all distributions made by the Partnership to such Partner. No Partner shall be entitled to interest on its Capital Account. Any contribution of capital to the Partnership in excess of that requested by the Executive Committee as a Capital Call shall not become part of the contributing Partner's Capital Account but instead shall constitute a non-interest bearing demand loan to the Partnership. For purposes of this Agreement, Partnership net income, loss and gain shall be determined by the Partnership's accountants in accordance with generally accepted accounting principles.

3.3. Distributions. The Executive Committee shall from time-to-time review the net cash receipts of the Partnership from operations, other than the proceeds from any capital contributions or financing, and shall determine the amount of any cash available for distribution to the Partners by deducting from such net cash receipts the sum of (1) all expenditures of the

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Partnership and all expenditures reasonable anticipated for the Partnership Business, (2) all payments paid or payable for principal, interest, or otherwise to lenders including Partners, and (3) such cash reserves as the Executive Committee in its sole discretion deems to be appropriate for the proper development and operation of the Partnership Business including any proposed capital investments and working capital ("Net Distributable Cash"). The amount and timing of distributions of cash to Partners shall be determined by the Executive Committee in its sole discretion, provided that the aggregate amount of any distribution shall not exceed the amount of Net Distributable Cash determined after giving credit to all prior distributions. Distributions shall be made to Partners pro rata in accordance with the Ownership Interests of the Partners at the time of distribution. No Partner shall be required to make a capital contribution to provide the funds necessary to make a distribution, nor shall the Partnership be required to borrow money for such purpose.

3.4. Tax Allocations. Taxable income, gain or loss, and items of tax credit of the Partnership for each taxable year shall be determined by the Partnership's accountants in accordance with applicable federal income tax laws, rules, and regulations and shall be allocated to the Partners in proportion to their Ownership Interests. Income of the Partnership in any taxable year which is exempt from federal income taxation shall be allocated in proportion to the allocation of taxable income in the year.

#### IV. Management

4.1. Partner Voting. Each Partner's voting percentage shall equal the percentage of its Ownership Interest in the Partnership. A vote reflecting more than fifty percent (50%) in Ownership Interest ("Majority Vote") shall be required to act on all matters requiring a vote of the Partners, except for the following: A vote reflecting two thirds (66.67%) of the Ownership Interests ("Supermajority Vote") is necessary for the participation of the Partnership in any business other than the Partnership Business.

4.2. Partners Meetings. A meeting of the Partners shall be held at least once each year for the transaction of business requiring a Partner's vote. The first annual meeting of the Partners shall take place no later than thirty (30) days after the Effective Date of the Partnership. Special meetings of the Partners may be called at any time by the Executive Committee, or by any Partner or combination of Partners representing in the aggregate at least thirty five percent (35%) in Ownership Interests. Partners holding a total of at least fifty percent (50%) in Ownership Interests shall constitute a quorum necessary for a Partners Meeting. Each Partner may designate a person who



will represent it at Partners Meetings, either directly or by proxy, by giving written notice thereof to the Executive Committee. The person so designated will continue to be that Partner's representative and to hold its proxy until the Executive Committee receives written notice of the designation of a successor representative by the Partner.

4.3. Executive Committee. Except as otherwise provided in this Agreement, complete and exclusive power to conduct the business affairs of the Partnership shall be delegated to the Executive Committee of the Partnership ("Executive Committee"), consisting of three members. Prior to such first annual meeting, the Winning Partner shall be deemed to be the Executive Committee and have all powers thereof. Each member of the Executive Committee shall be elected at the annual Partners Meeting, and may be removed at any time, by Majority Vote of the Partners. However, if one Partner is entitled or authorized to vote at least fifty percent of the Partnership votes, then one Executive Committee member shall be elected, and may be removed, only by Majority Vote of the other Partners casting a vote. However, the Executive Committee may fill by appointment any vacancy in its membership which occurs between annual Partners meetings or if the annual Partners Meeting fails to elect all required members of the Executive Committee. More than one of the Partner's representatives may be elected to membership at the same time on the Executive Committee. Meetings of the Executive Committee shall be held not less than twice per year, and such meetings may be held by conference telephone call. A majority (more than fifty percent) of the Executive Committee shall constitute a quorum for the transaction of its business. Each action of the Executive Committee shall require a vote of a majority of the Executive Committee members casting a vote.

4.4. Chairman and Employees. The Executive Committee shall elect a Chairman from among its members. The Chairman shall preside at all Executive Committee meetings and all Partners meetings. The Executive Committee may delegate responsibilities and authority to the Chairman, the System's General Manager, or other Partnership employees to the extent it considers reasonable. The System's General Manager may be delegated the day-to-day responsibility for conducting the Partnership Business.

4.5. Meeting Notices. Written notice of each Partners Meeting and each Executive Committee meeting shall be given by the Chairman of the Executive Committee to each Partner and Executive Committee member, respectively. The notice shall state the place, date, hour and purpose of the meeting. Notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, unless otherwise waived in writing. When a meeting is adjourned to reconvene at another time or place, it shall not be necessary to give notice of the

reconvened meeting, if the time and place of the reconvened meeting are announced at the adjourned meeting.

4.6. Minutes. Minutes reflecting the actions taken at meeting of the Partnership and Executive Committee shall be kept. Copies of the minutes shall be maintained at the office of the Partnership and shall be promptly transmitted to a Partner or its representative upon written request.

4.7. Arrangements With Partners. The Partnership may enter into reasonable agreements with a Partner or affiliate of a Partner for the performance of services or the acquisition of the equipment or other property. Each such agreement may provide for fees to be paid by the Partnership, representing reasonable profit and overhead allowances to the contracting party. Each such agreement shall be on terms no less favorable to the Partnership than could readily be obtained if it was made with a person or entity who is not a Partner or affiliate of a Partner. Each such agreement shall require only the approval of the Executive Committee, and may be amended from time to time as the Executive Committee shall determine as reasonable to the Partnership Business.

4.8. Reasonable Skill and Care. In carrying out its duties and exercising its powers hereunder, the Executive Committee shall exercise reasonable skill and care and reasonable business judgment. The Executive Committee shall not be liable to the Partnership or to the Partners for any act or omission performed or omitted by it in good faith, pursuant to the authority granted to it by this Agreement, unless such act or omission constitutes gross negligence or willful misconduct by the Executive Committee.

4.9. Indemnification. The Partnership shall indemnify and hold harmless the Executive Committee from any loss or damage, including attorney's fees, incurred by it by reason of any act performed by it on behalf of the Partnership or in furtherance of the Partnership's business; provided, however, that the foregoing indemnity shall extend only to acts or omissions performed or omitted by the Executive Committee in good faith and in the belief that its acts or omissions were in the Partnership's interest, and which are not a result of gross negligence or misconduct on the part of the Executive Committee (unless a court having jurisdiction determines that the Executive Committee is fairly and reasonably entitled to such indemnification). Nothing in this Section 4.9 shall prohibit the Executive Committee from acquiring and entering into contracts of insurance at the expense of the Partnership that will provide protection to the Executive Committee from liability for its negligence.

4.10. No Partner Authority. No Partner shall take any part in the conduct or control of the Partnership's business nor have



any right or authority to act for or on behalf of the Partnership, except as (a) a member of the Executive Committee or (b) an agent or employee of the Partnership.

4.11. **Reimbursement of Expenses.** The Partnership shall pay all of its expenses (which expenses may be either billed directly to the Partnership or reimbursed to the Executive Committee, any Partner, or any affiliate thereof authorized to act on behalf of the Partnership) including, but not limited to, all costs of personnel employed by or on behalf of the Partnership (which persons may be also be officers, employees, or directors of a Partner or affiliate thereof); all costs of borrowed money; taxes of any type other than income taxes; liability insurance for the Executive Committee, any Partner, or affiliate thereof authorized to act on behalf of the Partnership; insurance or taxes on the Partnership assets and taxes applicable to the Partnership Business; and all costs of goods, materials, and services, whether purchased by the Partnership directly or by the Executive Committee, any Partner, or affiliate thereof authorized to act on behalf of the Partnership; legal, audit, accounting, brokerage, and other professional fees; and all other expenses incurred for Partnership Business.

#### V. Books and Accounts

5.1. **Fiscal Year.** The fiscal year of the Partnership shall end on December 31st in each year, or such other date approved by the Executive Committee.

5.2. **Books and Records.** The Partnership shall maintain proper books and accounts in accordance with generally accepted accounting principles and the provisions of this Agreement. Upon the close of each fiscal year, or as otherwise approved by the Executive Committee, all such books and accounts shall be audited by the Partnership accountants.

5.3. **Reports and Tax Returns.** At least fifteen (15) days prior to the commencement of each fiscal year, the Executive Committee shall mail to each Partner the budget for the Partnership for the fiscal year. Within one-hundred and eighty (180) days after the end of each fiscal year, except in extraordinary situations the Executive Committee shall mail to each Partner (i) financial statements for the Partnership, including its balance sheet as of the end of the year, its statement of income and earnings for the year, and a statement of changes in its financial position for the year; and (ii) all necessary financial, tax, and other data required for inclusion in or preparation of tax returns for the Partners. The Executive Committee may issue other reports from time to time as it considers appropriate.

5.4. **Right of Inspection.** Each Partner shall have the right, at its own expense, to examine and inspect, at reasonable times during business hours, the books, records, accounts, properties, and operations of the Partnership. Such examination and inspection may be conducted by the Partner or its authorized agents. However, such examination or inspection shall not unreasonably interfere with the operation of the Partnership or the System.

5.5. **Tax Matters.** Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership, or an individual Partner or Partners, the outcome of which may adversely affect the Partnership, directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to resolve such controversy, including without limitation legal and accounting fees. The Executive Committee shall designate the Partnership's "Tax Matters Partner," as defined in Code Section 6231(a)(7) or any successor provision thereof. In connection with any examination of the Partnership's or any Partner's federal income tax return, the Tax Matters Partner may, and is hereby authorized to, enter into agreements with the Internal Revenue Service on behalf of all Partners to extend the period for assessing against such Partner a federal income tax deficiency attributable to "partnership items" as defined in Code Section 6231(a)(3) or any successor provision thereof.

## VI. Transfers of Interests

6.1. **Assignment Permitted.** Subject to the grant by final order of any required FCC or other regulatory consent, and subject to the terms of this Agreement, each Partner may sell, assign, or exchange (collectively "Assign") all or part of its Ownership Interest to or with any other person or entity ("Assignee"). However, the assigning Partner shall remain fully liable for any and all of its obligations as a Partner which are incurred prior to the date upon which the assignment of its Ownership Interest is effective. Upon receipt by the Executive Committee (or a representative designed thereby) of the Assignment Documentation, the Assignee thereafter shall be subject to all the terms and conditions of the Partnership Agreement, including all obligations under the agreement which are attributable to the assigned Ownership Interest.

6.2. **Notice of Assignment.** A Partner who agrees or is required to sell, assign or exchange all or part of its Ownership Interest shall notify the Executive Committee and Counsel to the Partnership at least ten (10) days in advance of the consummation of the sale, assignment, or exchange (collectively "Assignment"). The notice shall set forth the name, address, telephone number, citizenship, social security or other tax identification number, and other information necessary to establish the legal

Qualifications of the Assignee to hold the interest to be assigned. This notice is for information purposes only, and shall not constitute the offering of any right of first refusal to purchase the interest.

6.3. Approvals and Documentation. If the prior consent of the FCC, any state regulatory agency, or other governmental authority is required for the Assignment, such consent shall be obtained by final order prior to consummation of the Assignment and admittance of the Assignee as a Partner. The Assignee shall execute and acknowledge all instruments and applications, in form and substance satisfactory to counsel for the Partnership, which are necessary or desirable to obtain such consent, to effectuate the Assignment, to admit the Assignee as a Partner, and to bind the Assignee under all of the terms and conditions of the Partnership Agreement ("Assignment Documentation"). Prior to admission as a Partner, the Assignee shall reimburse the Partnership for all reasonable expenses, including attorney's fees, incurred by the Partnership in connection with the Assignment.

6.4. Preservation of Authorization. No Partner may assign all or part of its Ownership Interest to any other person or entity unless the Assignment, in the opinion of the Partnership's counsel, will not disqualify the Partnership from receiving or holding the Authorization.

6.5. Involuntary Assignment. Upon the death, bankruptcy, insolvency or incompetency of a Partner, the legal representative, guardian, receiver, creditor's committee or other successor in interest of the Partner, as the case may be, shall notify the Executive Committee in writing of such event and, subject to Section 6.3 and 6.4 above, shall be assigned the Partner's Ownership Interest and admitted as a Partner and the Partnership shall not be wound up or terminated.

6.6. Encumbrance of Ownership Interest. No Partner shall pledge, hypothecate, grant a security interest in, or otherwise encumber its Ownership Interest in the Partnership, unless (i) the Partner gives not less than fifteen (15) days prior written notice to the Executive Committee of the creation of the encumbrance; (ii) the encumbrance attaches solely to the subject Ownership Interest, and does not attach to any real, personal or intangible property, equipment, or other asset of the Partnership; and (iii) the secured party is obligated to comply with Sections 6.3, 6.4, and 6.5 above in the event it attempts to enforce the encumbrance. Notwithstanding the foregoing, any Partner may be required by a majority vote of the Executive Committee to pledge its Ownership Interest to a vendor or financial institution if such pledge is reasonably necessary to finance the construction and/or operation of the system.

## **VII. Representations and Warranties**

**7.1. Representations and Warranties.** Each Party or Partner represents and warrants that: (i) it is duly formed (if not a natural person), validly existing, and in good standing under the state and local laws to which it is subject, with full power and authority to enter into and to perform its obligations under this Agreement; (ii) its execution and performance of this Agreement will not conflict with, or result in a material breach of or default under, any agreement, instrument, law, regulation, order, decree or judgment to which it is subject; (iii) this Agreement is binding and enforceable against it; (iv) it shall appoint a representative who shall have full power and authority to vote for it on Partnership matters and such authority shall not be abrogated until a successor representative is appointed; (v) it is and will remain qualified under applicable FCC standards to hold the Authorization, and to hold its Ownership Interest in the Partnership; (vi) it has no knowledge of any fact or circumstance which would disqualify it or the Partnership from receiving a final grant of the Authorization; (vii) the statements made or to be made in its application for the Authorization are true, correct and complete and it neither has nor will have any prohibited cross interest in any other mutually exclusive application or settlement group; (viii) if its application is dismissed or returned by the FCC, it shall immediately notify the Parties or the Executive Committee of such action; (ix) it has not engaged and shall not engage in any improper act, practice or omission which, if not timely corrected, would result in disqualification of the Partnership for the Authorization, or any rescission, revocation or nonrenewal of the Authorization; and (x) it is experienced enough in the business of the Partnership to be capable of exercising its Partnership voting rights intelligently.

## **VIII. Default**

**8.1. Material Default.** If a Party for any reason breaches any material covenant, representation or warranty of this Agreement as contained in Sections 4.10, 6.1-6.6 inclusive, 7.1, 10.1, 10.2, and 10.5 hereof, and the breach is not cured within thirty (30) days after written notice of the breach is provided to the defaulting Party, then the Party shall be considered to be in material default. Any Party who commits such a material default shall be liable to the Partnership for, and shall indemnify the Partnership against, all resulting damages, losses, expenses, suffered or incurred by the Partnership including reasonable attorney's fees and litigation expenses, suffered or incurred by the Partnership. The exercise of rights provided in Section 8.2 below shall not relieve the Party of such liability or indemnification and shall not constitute a waiver, by any Party or the Partnership, of any right or remedy against the defaulting Party under this Agreement, including the right to



offset damages, losses and expenses against any amount owned to the defaulting Party.

8.2. **Sale on Material Default.** Each Party who commits a material default shall be required to forfeit its interest in this Agreement, and subject to any required FCC consent, to transfer to the other Partners pro rata its Ownership Interest, if any, for an aggregate amount equal to the lesser of (i) the balance of its capital account; or (ii) the Partnership book value of its Ownership Interest, as determined in accordance with generally accepted accounting principles. However, if such material default, occurs before the Party's payment of its share of any Capital Call, the Party's Ownership Interest shall be forfeited for no compensation whatsoever. The provision of this paragraph may be waived on a case by case basis by unanimous vote of the Executive Committee.

#### IX. Dissolution and Termination.

9.1. **Dissolution.** Subject to prior FCC and regulatory consent, if any is required, the Partnership shall dissolve upon the occurrence of any of the following events: (i) a vote of the Partners to dissolve the Partnership pursuant to Section 4.1 above; (ii) issuance by the FCC of a final order refusing to approve this Agreement; (iii) the sale or assignment of substantially all of the assets of the Partnership; and (iv) any other act of dissolution of the Partnership by a Partner, except involuntary assignments addressed by Section 6.5 above.

9.2 **Right to Continue.** If the Partnership is dissolved pursuant to Section 9.1 (iv) above, the Partners not causing the dissolution shall continue the Partnership Business in order to ensure uninterrupted service to the public until such time as a successor entity has been established to operate the system.

9.3. **Winding Up.** In the event of the dissolution of the Partnership for any reason, unless the Partnership is continued pursuant to Section 9.2 above, the Partnership shall be liquidated and its affairs wound up by the Executive Committee in an orderly yet proper manner. The Partners shall continue to share all items of income, gain, loss, deduction or credit for tax purposes, and all profits and losses for accounting purposes, during the period of liquidation in the same manner as before the dissolution. In order to obtain full market value from the sale of Partnership assets, the Executive Committee shall have the full right and discretion to determine the time, manner and terms of each sale of Partnership property pursuant to the liquidation.

9.4. **Distribution Upon Liquidation.** After paying or providing for the payment of all debts and liabilities of the Partnership and all expenses of liquidation, and after reserving funds reasonably sufficient to cover contingent or unforeseen

liabilities or obligations of the Partnership, the proceeds of the liquidation and any other assets of the Partnership shall be distributed to the Partners in accordance with their Ownership Interests at the time of distribution.

## **I. Miscellaneous**

10.1. **Mutual Cooperation.** Each Party shall, in good faith, cooperate with each other Party, the Partnership, and the Executive Committee in promptly undertaking all actions, executing all documents, and filing all materials with the FCC, any other governmental body, any lender, vendor, or financial institution as may reasonably be necessary or desirable to fulfill each of the Party's obligations under this Agreement.

10.2. **Other Business.** Nothing contained in this Agreement shall restrict any Partner or affiliate of a Partner from engaging in any business outside of and independent from the Partnership, except that no Partner or affiliate of a Partner shall be a cellular carrier, sales agent for a cellular carrier, or reseller of cellular service in the Market or in any adjacent area (other than of the Partnership).

10.3. **Binding Effect.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, heirs, administrators, executors, successors, and permitted assigns.

10.4. **No Agency.** The Parties understand and agree that neither this agreement nor the Partnership itself grants or creates in any Party or the Partnership any power of agency to bind or obligate the Partners, except as expressly set forth in this Agreement.

10.5. **Confidential Information.** Under no circumstances shall any Party utilize or disclose in any manner which is in any way adverse to the interests of the Partnership or any Party any confidential information, including engineering, technical, managerial and marketing information, whether or not patentable or copyrightable, disclosed by a Party to the Partnership or to the other Parties in connection with Partnership matters or created by the Partnership itself or by the Parties in connection with Partnership matters.

10.6. **Specific Performance.** Each Party acknowledges that monetary damages for breach of any of the provisions of this Agreement would be inadequate. Each Party therefore acknowledges that specific performance, temporary and permanent injunctive relief, and other appropriate remedies may be granted to enforce such provision without proof of actual damage or the inadequacy of the remedy at law.

10.7. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be in full force and effect.

10.8. Governing Law. This Agreement and the rights of the Parties hereunder shall be governed, interpreted, and enforced in accordance with the laws of the State of Texas.

10.9. Final Order. For purposes of this Agreement, a final order of a government authority shall mean an order which is effective and is no longer subject to administrative or court reconsideration, review, appeal or stay.

10.10. Notices. All notices, demands, and Capital Calls required or permitted under this Agreement shall be in writing and shall be conclusively presumed to have been delivered to the recipient three business days after posting in the United States mail, first class, postage prepaid, to the recipient's address shown at the time in the records of the Partnership. Each Partner is responsible for advising the Partnership of its current mailing address. The Partnership shall have no liability to any Partner for any loss or liability caused or contributed to by such Partner's (or such Partner's predecessor) failure to so advise the Partnership. Until further notice is sent to the Partners, Notices to the Executive Committee shall be addressed to:

Executive Committee  
Galveston Cellular Partnership  
3128 Broadway  
Galveston, TX 77550  
Attn: Lynn Juanes

with a copy to:

William J. Franklin, Esq.  
Pepper & Corazzini  
200 Montgomery Building  
1776 K Street, N.W.  
Washington, D.C. 20006

10.11. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument.

10.12. Headings. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement.

10.13. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

10.14. Entire Agreement. This Agreement and the Counterpart Signature Pages specifying the Partnership constitute the entire agreement between the Parties, superseding all prior agreements or understandings between the Parties. This Agreement may be modified or amended only by an instrument in writing adopted in accordance with the provisions of this Agreement.

\* \* \*



000101

AMENDMENTS TO PARTNERSHIP AGREEMENT

The following amendments to the Galveston Cellular Partnership Partnership Agreement (the "Partnership" and the "Partnership Agreement") were adopted at a meeting of the Partners of the Partnership held on September 9, 1982, and became effective immediately:

- (i) Section 6.2 of the Partnership Agreement was amended in its entirety to be and read as follows:

" 6.2. Assignment Permitted. Subject to the grant by final order of any required FCC or other regulatory consent, and subject to the terms of this Agreement, each Partner may sell, assign, or exchange (collectively, "Assign") all or part of its Ownership Interest to or with any other person or entity ("Assignee") without the consent of any of the other Partners. However, the assigning Partner shall remain fully liable for any and all of its obligations as a Partner which are incurred prior to the date upon which the assignment of its Ownership Interest is effective. Subject to the provisions of Sections 6.2, 6.3, and 6.4, upon receipt by the Executive Committee (or a representative designated thereby) of the Assignment Documentation (as defined in Section 6.3 hereof), and without the necessity of the consent of any of the other Partners, the assignment shall be effective, the Assignee shall be admitted as a Partner, and thereafter shall be subject to all the terms and conditions of the Partnership Agreement, including all obligations under the Partnership Agreement which are attributable to the assigned Ownership Interest. The assignment of an Ownership Interest as permitted by this Section shall not operate as or result in a dissolution of the Partnership."

HO 0000010

- (ii) Section 9.1 of the Partnership Agreement was amended in its entirety to be and read as follows:

" 9.1. Dissolution. Subject to prior FCC and regulatory consent, if any is required, the Partnership shall dissolve upon the occurrence of any of the following events: (i) a vote of the Partners to dissolve the Partnership pursuant to Section 4.1 above; (ii) issuance by the FCC of a final order refusing to approve this Agreement; (iii) the sale or assignment of substantially all of the assets of the Partnership; and (iv) any other act of dissolution of the Partnership by a Partner, provided that neither the assignment of an Ownership Interest permitted by Sections 6.1 or 8.5 above, nor the admission of the assignee of such Ownership Interests as partners in the Partnership, shall, by operation of law or otherwise, be considered an act of dissolution of the Partnership."

- (iii) Section 10.2 of the Partnership Agreement was amended in its entirety to be and read as follows:

" 10.2. Other Business. Nothing contained in this Agreement shall restrict any Partner or affiliate of a Partner from engaging in any business outside of and independent from the Partnership, except that no Partner or affiliate of a Partner shall be a cellular carrier competing with the Partnership in the Market, sales agent for a cellular carrier competing with the Partnership in the Market, or reseller of cellular service competing with the Partnership in the Market (except in all three instances for incidental competition in boundary areas arising from service as a cellular carrier, sales agent for a cellular carrier, or reseller of cellular service in adjacent markets)."

## **ATTACHMENT 3**

BLOOMINGTON CELLULAR TELEPHONE COMPANY  
PARTNERSHIP AGREEMENT

PARTNERSHIP AGREEMENT dated as of February 2, 1989, among those persons whose names appear on Schedule A attached hereto (each a "Partner"; collectively the "Partners").

.Recitals

A. Each party hereto is a party (or a successor in interest to a party) to the Cellular Management Services ("Settlement Agreement"), or another settlement agreement which was merged with the Cellular Management Services settlement agreement ("Merged Agreement"), relating to the Bloomington, Indiana Metropolitan Statistical Area ("Market"). William Taylor Cellular, Inc., ("Lottery Winner"), the predecessor in interest to McCaw Communications of Bloomington, Inc. ("McCaw"), was awarded the nonwireline cellular system construction permit ("Authorization") for the Market pursuant to a lottery held by the Federal Communications Commission ("FCC").

B. By virtue of being a party to the Settlement Agreement and the award of the Authorization to the Lottery Winner, and pursuant to the Settlement Agreement, the parties hereto and the Lottery Winner became partners with respect to the Authorization and with respect to the intended construction and operation of the nonwireline cellular system (the "Partnership"). The parties hereto wish to clarify each party's rights and obligations under the Settlement Agreement and to confirm a written partnership agreement setting forth the terms and conditions pursuant to which the Partnership will operate. This Agreement, upon its confirmation, shall constitute the restated agreement of the Partners and shall amend in whole and replace the prior agreements of the Partners.

C. Therefore, in consideration of the mutual obligations set forth herein, the receipt and sufficiency of which the Partners acknowledge, the Partners agree as follows:

## AGREEMENT

### 1. Organization.

1.1 Governing Agreement. The Partnership shall be governed and administered by the terms and conditions set forth herein.

1.2 Name and Office. The name of the Partnership shall be the Bloomington Cellular Telephone Company. The name may be changed from time to time by the Executive Committee of the Partnership ("Executive Committee"). The principal office of the Partnership shall be 5808 Lake Washington Boulevard N.E., Kirkland, Washington 98033 or such other place as the Executive Committee hereafter may designate from time to time ("Principal Office"). The Partnership shall be a general partnership.

1.3 Purpose. The purpose of the Partnership is to engage in the business of constructing, owning, investing in and operating, directly or indirectly, nonwireline cellular telephone systems, including the system for the Market and for other areas and MSA's and to engage in related activities in the communications business in such form as the Partnership shall determine ("Partnership Business").

1.4 Term. The term of the Partnership commenced as of the date the Authorization was awarded ("Effective Date"). The term shall continue until the ninety-ninth anniversary of the Effective Date, or until earlier terminated as provided herein. Each term may be extended at its expiration date for a similar term upon approval by a Majority Vote of the Partners.

1.5 Formation. The Partners agree to operate as a general partnership pursuant to the provisions of the Uniform Partnership Act of the state of Delaware (the "Uniform Partnership Act") on the terms and conditions set forth herein. The Partnership shall consist of all Partners who are parties (or successors in interest to parties) to the Settlement Agreement or a Merged Agreement for the Market.

### 2. Capital Contributions

2.1 Initial Contribution. The Lottery Winner contributed the Authorization and its interest under the Settlement Agreement and the other Partners contributed their interests under the Settlement Agreement to the Partnership in return for the ownership interests in the Partnership.



2.2 Partnership Share. The Partners and their respective ownership interests in the Partnership are set forth in Appendix A to this Partnership Agreement.

2.3 Capital Contributions for Partnership Business. Each Partner shall contribute to the Partnership in cash its pro rata share of the capital of the Partnership in the amounts requested in writing ("Capital Call") from time to time by the Executive Committee for use in connection with the construction, development and operation of the Partnership Business in the Market and surrounding areas. Capital Calls may not be requested more than once each calendar quarter. Each Partner's capital contribution shall be paid within thirty (30) days following the date that the Capital Call for the contribution is sent by mail to the Partner at its most recent address provided to the Executive Committee. For purposes of this Partnership Agreement, each Partner's pro rata share of the periodic Capital Calls shall equal the percentage of its Ownership Interest in the Partnership at the time of the Capital Call.

2.4 Ownership Percentages. Each Partner shall initially have that ownership interest ("Ownership Interest") in the Partnership which is specified in Appendix A, which interest may be adjusted pursuant to the provisions of Section 2.5 below. Appendix A shall be amended to reflect the Ownership Interests of the Partners following payment of the Capital Call if any adjustments are appropriate pursuant to Section 2.5 below.

2.5 Failures to Contribute. If any Partner fails to make all or part of a Capital Call when due pursuant to Section 2.3 above, the Executive Committee may, at its sole discretion, have one or more of the Partners pay the Capital Call for the non-contributing Partner(s) and the non-contributing Partner's Ownership Interest in the Partnership, together with the Ownership Interests in the Partnership of the Partner(s) which paid the Capital Call which was the obligation of the non-contributing Partner, shall be recalculated to equal the percentage derived by multiplying the non-contributing Partner's (and the other Partners') total capital contributions by one hundred and then dividing by the total capital contributions made by all of the Partners. Whether or not any right under the preceding sentence is exercised shall not affect the rights or remedies of the Partnership or any Partner at law or in equity with respect to any Partner who fails to pay any part of a Capital Call. No right to cure under this Partnership Agreement shall apply to any failure to make a Capital Call when due, unless approved by unanimous vote of the Executive Committee.

2.6 Partnership Financing. The amount of capital to be contributed to the Partnership by the Partners pursuant to a

Capital Call shall not exceed that which is determined by the Executive Committee to be reasonably necessary to meet the Partnership's then present and reasonably projected needs for the development and operation of the Partnership Business in the Market and surrounding areas.

2.7 Return of Contributions. No Partner shall have any right to demand the return of or otherwise to withdraw its capital contributions.

2.8 Application Expenses. No Partner shall be entitled to any credit as a capital contribution for the expenses the Partner incurred in connection with its own application for the Authorization (or the application of its predecessor in interest). The costs of prosecuting and defending the Lottery Winner's application for the Authorization shall be borne by the Partnership.

### 3. Capital Accounts and Allocations.

3.1 Title to Property. The Partnership shall hold title to the capital of the Partnership and to all applications, authorizations, equipment and other property and assets, whether real, personal or intangible, acquired by the Partnership. The Partnership may, however, acquire, own and utilize assets jointly with other entities, including entities affiliated with a Partner, and may commingle assets to the extent the Executive Committee reasonably considers, in its sole discretion, such activities appropriate and in the best interests of the Partnership, and title may be held in the name of persons designated by the Executive Committee so long as the Partnership's interest in such title is held for the benefit of the Partnership. No Partner shall have any right, in law or equity, to request the partition of any asset or property of the Partnership or to demand property other than cash upon any distribution by the Partnership. No Partner shall have any right to pledge, hypothecate, grant a security interest in, or otherwise encumber any asset or property of the Partnership, except if approved by the Executive Committee for Partnership purposes.

3.2 Capital Accounts. A separate capital account ("Capital Account") shall be maintained for each Partner on the books of the Partnership in accordance with generally accepted accounting principles. The Capital Account of each Partner shall (i) be credited with the Partner's cash capital contributions to the Partnership and with the net income and gain, if any, of the Partnership allocated to such Partner and (ii) be charged with the net losses, if any, of the Partnership allocated to such Partner and with all distributions made by the Partnership to such Partner. No Partner shall be entitled to interest on its

Capital Account; provided, that if any Partner, at the request of the Executive Committee, advances funds in excess of contributions made pursuant to Article 2, such Partner shall be entitled to receive interest at an amount equal to 3% over the prime rate of interest of Provident National Bank at the date the funds are advanced, on such amount from the date thereof until repaid in full. For purposes of this Partnership Agreement, Partnership net income, loss and gain shall be determined by the Partnership's accountants in accordance with generally accepted accounting principles.

3.3 Distributions. The Executive Committee shall periodically review the net cash receipts of the Partnership from operations, other than the proceeds of any capital contributions or financings, and shall determine the amount of any cash available for distribution to the Partners ("Net Cash Available For Distribution") by deducting the amount of all expenditures of the Partnership and all expenditures reasonably anticipated for the Partnership Business, all principal and interest or other amounts paid or payable to lenders including Partners, and such cash reserves as the Executive Committee, in its sole discretion, deems to be appropriate for the proper future development and operation of the Partnership Business including any proposed capital investments and working capital. Distributions of Net Cash Available for Distribution to the Partners shall be made at such times as are determined by the Executive Committee, pro rata, in accordance with the Ownership Interests of the Partners at the time of distribution. The amount available for any distribution will be determined by the Executive Committee. No Partner shall be required to make a capital contribution to provide the funds necessary to make a distribution, nor shall the Partnership be required to borrow money for such purpose.

3.4 Tax Allocations. Taxable income, gain or loss, and items of tax credit of the Partnership for each taxable year shall be determined by the Partnership's accountants in accordance with applicable federal income tax laws, rules, and regulations and shall be allocated to the Partners in proportion to their Ownership Interests. Income of the Partnership in any taxable year, which is exempt from federal income taxation, shall be allocated in proportion to the allocation of taxable income in that year.

#### 4. Management.

4.1 Partner Voting. Each Partner's voting percentage shall equal the percentage of its Ownership Interest in the Partnership. A vote reflecting more than fifty percent (50%) of the Ownership Interests ("Majority Vote") shall be required to act on and determine each matter requiring a vote of the Partners,



except for the following: A vote reflecting two thirds (66.67%) of the Ownership Interests ("Super Majority Vote") is necessary for (i) the amendment or modification of Article 2 and Sections 3.3, 3.4 and 4.1 of this Partnership Agreement, or (ii) the admission to the Partnership of any person or entity other than one who acquires all or a portion of the Ownership Interest of a Partner pursuant to Article 6 herein.

4.2 Partner Meetings. A meeting of the Partners shall be held at least once each year. Special meetings of the Partners may be called at any time by the Executive Committee or by written notice from Partners holding at least twenty percent (20%) of the Ownership Interests. Partner meetings shall be held at the Principal Office of the Partnership unless otherwise designated by the Executive Committee. Partners holding a total of at least fifty percent (50%) of the Ownership Interests shall constitute a quorum necessary for a special or annual Partner meeting. Each Partner who wishes to may designate a person who will represent it at any Partner meeting, either directly or by proxy, by giving written notice thereof to the Executive Committee prior to the Partner meeting. The person so designated will continue to be that Partner's representative and to hold its proxy until the Executive Committee receives written notice of the termination of such representation (or the designation of a successor representative) by the Partner or until such proxy or representation terminates in accordance with its terms.

4.3 Executive Committee. Except as otherwise provided in this Partnership Agreement, complete and exclusive power to conduct the business affairs of the Partnership is delegated to the Executive Committee of the Partnership ("Executive Committee"), consisting of three members, two of which are named herein and the third of which shall be elected at the first Partner meeting in accordance with this Section. The Executive Committee shall have full powers to pursue the Partnership Business and shall be authorized to appoint a Partner to execute, acknowledge or verify and file any and all documents required to be signed on behalf of the Partnership in the pursuit of the Partnership Business. Each member of the Executive Committee shall be elected at each annual Partner meeting, and may be removed at any time, by Majority Vote of the Partners. However, if one Partner owns or is entitled or authorized to vote at least fifty percent of the Ownership Interest of the Partnership, then such Partner shall be entitled to elect two members of the Executive Committee and to remove those members and the other Executive Committee member shall be elected, and may be removed, only by majority vote of the other Partners present or represented at the Partner meeting. However, the Executive Committee may fill, by appointment agreed upon by two members, any vacancy in its membership which

occurs between annual Partner meetings. More than one of a Partner's representatives may be elected to membership at the same time on the Executive Committee. Meetings of the Executive Committee shall be held not less than twice per year, and such meetings may be held by conference telephone call. Special meetings of the Executive Committee may be called at any time by the Chairman of the Executive Committee. A majority of the Executive Committee shall constitute a quorum for the transaction of its business. Each action of the Executive Committee shall require a vote of a majority of the Executive Committee. Each Executive Committee member who is unable to attend an Executive Committee meeting may designate a person who will represent him or her at such meeting by giving written notice thereof to another Executive Committee member prior to the Executive Committee meeting. The Executive Committee may take any action otherwise appropriate by unanimous written consent of its members in lieu of an Executive Committee meeting.

Until the time of the first annual Partner meeting and the election of an Executive Committee at such meeting the members of the Executive Committee shall be:

Scott I. Anderson  
c/o Bloomington Cellular Telephone Company  
5808 Lake Washington Blvd.  
Kirkland, Washington 98033

Scot B. Jarvis  
c/o Bloomington Cellular Telephone Company  
5808 Lake Washington Blvd.  
Kirkland, Washington 98033

The third Executive Committee member shall be elected at the first Partner meeting in accordance with this Section.

4.4 Chairman and Employees. The Executive Committee shall elect a Chairman from among its members. The Chairman (or his or her designee) shall preside at all Executive Committee meetings and all Partner meetings. The Executive Committee may delegate responsibilities and authority to the Chairman, a System General Manager, or other Partnership employees to the extent it considers such action reasonable; and may delegate responsibilities and authority pursuant to construction and/or operations agreements, with Partners and/or third parties (including McCaw and McCaw Affiliates) for the development, design, construction and operation of the System. As used herein, the term "Affiliate" or "Affiliates" shall mean any person or entity directly or

indirectly controlling, controlled by, or under common control with another person or entity.

4.5 Meeting Notices. Written notice of each Partner meeting and each Executive Committee meeting shall be sent by the Chairman of the Executive Committee to each Partner and Executive Committee member, respectively, to the latest address appearing in the Partnership records. The notice shall state the place, date, hour and purpose of the meeting. Notice of any Partner meeting shall be given not less than ten (10) days before the date of the meeting, unless otherwise waived in writing. Notice of any Executive Committee meeting shall be given not less than three (3) days before the date of the meeting, unless otherwise waived in writing. When a meeting is adjourned to reconvene at another time or place, it shall not be necessary to give notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the adjourned meeting.

4.6 Minutes. Minutes reflecting the actions taken at meetings of the Partners and Executive Committee shall be kept. Copies of the minutes shall be maintained at the Principal Office of the Partnership and shall be promptly transmitted to each Partner requesting the same.

4.7 Reimbursement of Expenses. The Partnership shall pay all of its expenses (which expenses may be either billed directly to the Partnership or reimbursed to the Executive Committee or to any Partner or Partner's Affiliate authorized to act on behalf of the Partnership), including, but not limited to, all costs of personnel employed by or on behalf of the Partnership (which persons may also be officers, employees or directors of a Partner or Partner's Affiliate); all costs of borrowed money, taxes, liability insurance for the Executive Committee or any Partner or Partner's Affiliate authorized to act on behalf of the Partnership, insurance and taxes on the Partnership assets and taxes applicable to the Partnership Business; and all costs for goods, materials and services, whether purchased by the Partnership directly or by the Executive Committee or any Partner or Partner's Affiliate authorized to act on behalf of the Partnership; legal, audit, accounting, brokerage and other professional fees and all other expenses incurred for the Partnership Business.

4.8 Arrangements With Partners. All Partners recognize that the Partnership may enter into agreements from time to time with Partners and/or Partner Affiliates for management services in connection with design, development, construction and operation of the Partnership's nonwireline cellular systems, and with other persons, firms or corporations which are Affiliates of Partners for goods and services related to the Partnership

Business. It is the expectation of all the Partners, and it is hereby agreed that:

(a) Such agreements shall provide for fees to be paid by the Partnership, representing reasonable profit and overhead allowances to the contracting parties and such agreements shall be on terms no less favorable to the Partnership than could be obtained if it was made with a person who is not a Partner;

(b) Such agreements shall require only the approval of the Executive Committee;

(c) Such agreements may be amended from time to time by change order or otherwise, as the Executive Committee shall determine reasonable in the conduct of the Partnership Business; and

(d) The duty of the Executive Committee to the Partnership and to the Partners with respect to the negotiation, execution, delivery, administration, amendment and termination of such agreements shall be to act in good faith.

4.9 No Authority to Bind Partnership. Only Partners designated by the Executive Committee shall have the authority to bind the Partnership.

4.10 Indemnification. The Partnership shall indemnify and defend all agents of the Partnership acting in good faith and within the scope of their employment against any liability, damages, loss or cost, including without limitation, reasonable attorneys' fees incurred with or without suit and on appeal. The above indemnification shall not apply to acts of willful misconduct or gross negligence.

## 5. Books and Accounts.

5.1 Fiscal Year. The fiscal year of the Partnership shall end on December 31st in each year, or such other date as approved by the Executive Committee.

5.2 Books and Records. The Partnership shall maintain books and accounts in accordance with generally accepted accounting principles and the provisions of this Agreement.

5.3 Reports and Tax Returns. At least fifteen (15) days prior to the commencement of each fiscal year, the Executive Committee shall mail to each Partner the budget for the Partnership for the fiscal year. Within one hundred eighty (180) days after the end of each fiscal year, the Executive Committee shall mail to each Partner (i) unaudited financial statements for



the Partnership, including its balance sheet as of the end of the year, its statement of income and earnings for the year, and a statement of changes in its financial position for the year; and (ii) all necessary financial, tax, and other data required for inclusion in or preparation of tax returns for the Partners.

5.4 Tax Matters. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership, or an individual Partner or Partners, the outcome of which may adversely affect the Partnership, either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to resolve such controversy satisfactorily, including, without limitation, attorneys' and accounting fees. The Executive Committee shall designate the Partnership's "Tax Matters Partner" as defined in Code Section 6231(a)(7). In connection with any examination of the Partnership's or any Partner's federal income tax return, the Tax Matters Partner may, and is hereby authorized to, enter into agreements with the Internal Revenue Service on behalf of all Partners to extend the period for assessing against such Partner a federal income tax deficiency attributable to "partnership items" as defined in Section 6231(a)(3) of the Code.

5.5 Right of Inspection. Each Partner shall have the right, at its own expense, to examine and inspect, at reasonable times during business hours, the books, records, accounts, properties, and operations of the Partnership. Such examination and inspection may be conducted by the Partner or its authorized agents. However, such examination or inspection shall not unreasonably interfere with the operation of the Partnership or the Partnership Business.

## 6. Transfers of Interests

6.1 Assignment Permitted. Subject to any required FCC or other regulatory consent, and subject to the terms of this Partnership Agreement, each Partner may sell, assign, or exchange ("Assign") all or part of its Ownership Interest to or with any other person or entity ("Assignee") provided that all transfers by Partners prior to the date of this Partnership Agreement are reflected in the original Appendix A to this Partnership Agreement and all Partners who are listed on Appendix A shall constitute the Partners of the Partnership. However, the assigning Partner ("Assignor") shall remain fully liable for any and all of its obligations as a Partner which are incurred prior to the date upon which the assignment of its Partnership interest is effective. Upon receipt by the Partnership of the Assignment Documentation, the Assignee thereafter shall be subject to all the terms and conditions of this Partnership Agreement, including all obligations under this Partnership Agreement which are attributable

to the assigned Ownership Interest, and the Assignee shall become a Partner and Appendix A shall be amended to reflect the admission of such Partner and the withdrawal of the Assignor as to the interest assigned.

6.2 Notice of Assignment. A Partner who agrees to or is required to sell, assign or exchange all or part of its Ownership Interest shall notify the Executive Committee (or such person as is designated by the Executive Committee) at least ten (10) days in advance of the consummation of the sale, assignment, or exchange ("Assignment"). The notice shall set forth the assignee's name, address, telephone number, and other information necessary to update the Partnership records. This notice is for information purposes only, and shall not be deemed to create any right of first refusal or other right or option to purchase the Ownership Interest.

6.3 Documentation. The Assignor and Assignee shall execute and acknowledge all instruments and applications, in form and substance satisfactory to counsel for the Partnership, which are necessary or desirable to effectuate and verify the Assignment, to admit the Assignee as a Partner, and to bind the Assignee under all of the terms and conditions of this Partnership Agreement ("Assignment Documentation"). Prior to admission as a Partner, the Assignee shall reimburse the Partnership for all reasonable expenses, including attorneys' fees, incurred by the Partnership in connection with the Assignment.

6.4 Involuntary Assignment. Upon the death, bankruptcy, insolvency or incompetency of a Partner, the legal representative, guardian, receiver, creditor's committee or other successor in interest of the Partner, as the case may be, shall notify the Executive Committee in writing of such event and, subject to Sections 6.2 and 6.3 above, shall be assigned the Partner's Ownership Interest and admitted as a Partner and the Partnership shall not be wound up or terminated.

## 7. Representations and Warranties.

7.1 Each Partner represents and warrants that: (i) it is duly formed (if not a natural person), validly existing, and in good standing under the state and local laws to which it is subject, with full power and authority to perform its obligations under this Agreement; (ii) its performance of this Agreement will not conflict with, or result in a material breach of or default under, any agreement, instrument, law, regulation, order, decree or judgment to which it is subject; and (iii) it is a party (or a successor in interest to a party) to the Settlement Agreement or to a Merged Agreement.

## 8. Default.

8.1 Material Default. If a Partner for any reason breaches any material covenant, representation or warranty of this Partnership Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is provided to the defaulting Partner by the Executive Committee, then the Partner shall be considered to be in material default. Any Partner who commits such a material default, or who causes the dissolution of the Partnership contrary to the provisions of Section 9.1, shall be liable to the Partnership for, and shall indemnify the Partnership against, all resulting damages, losses, expenses and claims, including reasonable attorneys' fees and litigation expenses, suffered or incurred by the Partnership. The exercise of rights provided in Sections 8.2 or 9.2 below shall not relieve the Partner of such liability or indemnification and shall not constitute a waiver, by any Partner or the Partnership, of any right or remedy against the defaulting Partner under this Partnership Agreement, including the right to set off damages, losses and expenses against any amount owed to the defaulting Partner.

8.2 Sale on Material Default. Each Partner who commits an uncured material default or voluntarily causes a dissolution contrary to Section 9.1, shall be required to sell its Ownership Interest, and subject to any required FCC consent, to transfer to the other Partners pro rata its Ownership Interest, if any, for an aggregate amount equal to the balance of its capital account. The provisions of this Section 8.2 may be waived on a case by case basis by the Executive Committee in its sole discretion.

## 9. Dissolution and Termination

9.1 Dissolution. Subject to prior FCC and regulatory consent, if any is required, the Partnership shall dissolve upon, and only upon, the occurrence of any of the following events: (i) Majority Vote of the Partners to dissolve the Partnership; (ii) the sale or assignment of all or substantially all of the assets of the Partnership; and (iii) the expiration of the term of the Partnership set forth in Section 1.4. The Partnership shall not be dissolved for any other reason.

9.2 Right to Continue. If the Partnership is dissolved by any other act of dissolution of the Partnership by a Partner which necessarily causes a dissolution of the Partnership under the Uniform Partnership Act, the Partnership shall not be wound up or terminated and the remaining Partners shall continue the Partnership. In this event, at the option of and the sole discretion of the Executive Committee, the Partner causing the

dissolution shall sell pro rata to the continuing Partners its Ownership Interest in the Partnership Business in accordance with Section 8.2 above.

9.3 Winding Up. In the event of the dissolution of the Partnership pursuant to Section 9.1, the Partnership shall be liquidated and its affairs wound up by the Executive Committee in an orderly yet prompt manner. The Partners shall continue to share all items of income, gain, loss, deduction or credit for tax purposes, and all profits and losses for accounting purposes, during the period of liquidation in the same manner as before the dissolution. The Executive Committee shall have the full right and discretion to determine the time, manner, and terms of each sale of Partnership property pursuant to the liquidation.

9.4 Distribution Upon Liquidation. After paying or providing for the payment of all debts and liabilities of the Partnership and all expenses of liquidation, and after reserving funds reasonably sufficient to cover contingent or unforeseen liabilities or obligations of the Partnership, the proceeds of the liquidation and any other assets of the Partnership shall be distributed to the Partners in accordance with their Ownership Interests at the time of distribution.

#### 10. Miscellaneous.

10.1 Mutual Cooperation. Each Partner shall, in good faith, cooperate with each other Partner, the Partnership and the FCC in promptly undertaking all actions, executing all documents, dismissing protests and filing all materials as may reasonably be necessary or desirable to fulfill each of the Partner's obligations under this Partnership Agreement.

10.2 Confidential Information. Without the prior written consent of the Executive Committee, no Partner or Partner's Affiliate shall assign, transfer, license, disclose, make available, use for personal gain, or otherwise dispose of any patents, patent rights, trade secrets, customer lists, proprietary information, or other confidential information of the Partnership, whether or not the information is explicitly designated as confidential.

10.3 Other Business. Nothing contained in this Partnership Agreement shall restrict any Partner or Partner's Affiliate from engaging in any business outside of the Partnership including business which may be deemed to be in competition with the business of the Partnership. Each of the Partners has, expects to or may hereafter acquire interests in other nonwire cellular systems similar to the system for the Market, some of which interests may be similar to or competitive, directly or



indirectly, with the Partnership Business. Neither the Partnership nor any Partner, by virtue of this Partnership Agreement, shall have the right to acquire any interest in any such project, whether or not competitive with the business of the Partnership, as a result of any Partner acquiring an interest therein, nor shall any Partner be prohibited from acquiring any such interest.

**10.4 Binding Effect.** Except as otherwise provided herein, this Partnership Agreement shall be binding upon and inure to the benefit of the Partners, their legal representatives, heirs, administrators, executors, successors, and permitted assigns.

**10.5 Specific Performance.** Each Partner acknowledges that monetary damages for breach of any of the provisions of Article 2 and Sections 8.2 and 10.2 of this Agreement would be inadequate. Each Partner therefore acknowledges that specific performance, temporary and permanent injunctive relief, and other appropriate remedies may be granted to enforce such provisions without proof of actual damage or the inadequacy of the remedy at law.

**10.6 Severability.** If any provision of this Partnership Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Partnership Agreement shall continue to be in full force and effect.

**10.7 Governing Law.** This Partnership Agreement and the rights of the Partners hereunder shall be governed, interpreted, and enforced in accordance with the laws of Delaware.

**10.8 Notices.** All notices, demands, and Capital Calls required or permitted under this Agreement shall be in writing and shall be conclusively presumed to have been delivered to the recipient three business days after posting in the United States mail, first class, postage prepaid, to the recipient's address as shown at the time in the records of the Partnership. Any Partner may specify a different address by notifying the Executive Committee in writing of the change in address. Each Partner is responsible for advising the Partnership of any changes in address. The Partnership shall have no liability to any Partner for any loss or liability caused or contributed to by such Partner's (or such Partner's predecessor's) failure to so advise the Partnership.

Until further notice is sent to the Partners, Notices to the Executive Committee shall be addressed to:

Executive Committee  
Bloomington Cellular Telephone Company  
5808 Lake Washington Boulevard  
Kirkland, Washington 98033

Attn: Mary Anne Crocker/Virginia Johnson

10.9 Entire Agreement. This Partnership Agreement constitutes the entire agreement between the Partners. It supercedes all inconsistent prior agreements or understandings between the Partners with respect to the subject matter of this Partnership Agreement. This Partnership Agreement may be modified or amended only by an instrument in writing adopted in accordance with the provisions of this Partnership Agreement.

This Partnership Agreement is dated this 12th day of January, 1988.

## **ATTACHMENT 4**



## Universal Licensing System

[FCC](#) > [WTB](#) > [ULS](#) > [Online Systems](#) > Application Search

[FCC Site Map](#)

Application Search

### Search Results

[? HELP](#)

[New Search](#) [Refine Search](#) [Printable Page](#) [Query Download](#) [Map Application](#)

#### Specified Search

File Number=**0004451224**

Matches **1- 1** (of **1** )

= Open Petition For Reconsideration (PFR) Status

**TR** = Termination Pending or Terminated

Page 1

File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
1 <a href="#">0004451224</a>		New Provo Cellular Telephone Company LLC		Assignment of Authorization	AL	11/12/2010	Accepted

File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
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### 0004451224 - New Provo Cellular Telephone Company LLC

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Application

#### MAIN ADMIN TRANS LOG ASSIGNMENTS LICENSES REVENUE

File Number 0004451224 Application Status Q - Accepted

#### General Information

Application Purpose AA - Assignment of Authorization  
 Receipt Date 11/12/2010  
 Entered Date 11/12/2010 Action Date 11/18/2010  
 Waiver [Yes](#) Number of Rules 1  
 Attachments [Yes](#)  
 Application Fee Exempt No Waiver/Deferral Fee No

#### Assignor Information

FRN Type General Partnership  
 Name Provo Cellular Telephone Company  
 ATTN FCC Group  
 5601 Legacy Drive, MS: A-3  
 Plano, TX 75024  
 P:(469)229-7471  
 F:(469)229-7297  
 E:LG5201@att.com  
 Race Gender  
 Ethnicity

#### Assignor Contact Information

Name AT&T Mobility LLC  
 Michael P Goggin  
 1120 Twentieth Street, N.W.,  
 Suite 1000  
 Washington, DC 20036  
 P:(202)457-2055  
 F:(202)457-3074  
 E:michael.p.goggin@att.com

#### Assignee Information

FRN Type Limited Liability Company  
 Name New Provo Cellular Telephone Company LLC  
 ATTN FCC Group  
 5601 Legacy Drive, MS: A-3  
 P:(469)229-7471  
 F:(469)229-7297  
 E:LG5201@att.com

Plano, TX 75024

Real Party In Interest	AT&T Mobility II LLC	FRN of Real Party in Interest	0016982233
Race		Gender	
Ethnicity			

#### Assignee Contact Information

Name	AT&T Mobility LLC	P:(202)457-2055
	Michael P Goggin	F:(202)457-3073
	1120 20th Street, NW, Suite	E:MG7268@att.com
	1000	
	Washington, DC 20036	

#### Assignee Qualifications and Ownership Information

##### Alien Ownership

The Applicant answered "No" to each of the [Alien Ownership](#) questions.

##### Basic Qualifications

The Applicant answered "No" to each of the [Basic Qualification](#) questions.

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<b>General Information</b>					
Mode		Interactive		PFR Status	
VEC/Coordinator/COLEM					
Auction ID		Source			
Change Type		Overall Change Type			

#### Assignor Signature

Signature Information	Michael P Goggin	Title	Assistant Secretary of Manager
-----------------------	------------------	-------	--------------------------------

#### Assignee Signature

Signature Information	Michael P Goggin	Title	Assistant Secretary of Manager
-----------------------	------------------	-------	--------------------------------

#### Comments

Description	Date
WPTD411 has pending MD application 0004424767. Applicant FRN has been updated FROM 0004312815 TO 0020315909 due TO Assignment 0004451224 .	11/18/2010
WLT631 has pending RO application 0004449445. Applicant FRN has been updated FROM 0004312815 TO 0020315909 due TO Assignment 0004451224 .	11/18/2010

#### History

Date	Event
11/24/2010	Action PN Generated
11/19/2010	Authorization Printed
11/18/2010	Application Accepted

[All History \(10\)](#)

#### Attachments

Type	Description	Date Entered
Waiver	<a href="#">Request for Waiver</a>	11/12/2010
Other	<a href="#">Description of Pro Forma Transaction</a>	11/12/2010

#### Pleadings

Pleading Type	Description	Date Entered
None		

#### Letters

Letters Type	Description	Date Entered
None		

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Reference Number	Call Sign	Letter Type	Date Generated
None			

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File Number 0004451224 Application Status Q - Accepted

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### History

Date	Event
11/24/2010	Action PN Generated
11/19/2010	Authorization Printed
11/18/2010	Application Accepted
11/17/2010	Redlight Review Completed
11/17/2010	Wavier Review Completed
11/17/2010	Forbearance Date Review Completed
11/13/2010	Offlined for Waiver Review
11/13/2010	Offlined for Forbearance Date Review
11/13/2010	Redlight Review Completed
11/12/2010	Assignment of Authorization Received

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**REQUEST FOR WAIVER**

The 30-day deadline for filing this notification fell on a holiday (Veterans Day), thereby extending the filing deadline to the next business day under the Commission's rules. *See* 47 C.F.R. §§ 1.4(j); 1.948(c)(1)(iii). The parties are filing this waiver request to overcome a technical limitation in the ULS system, which indicates that the application is being filed outside of the 30-day window. Only through filing a request for waiver are the parties able to timely file this notification. Accordingly, to the extent necessary, the parties request a limited waiver of the 30-day filing deadline. *See* 47 C.F.R. §§ 1.3; 1.925(b)(3)(ii).

## DESCRIPTION OF *PRO FORMA* TRANSACTION AND PUBLIC INTEREST STATEMENT

This is one of a series of filings notifying the Commission pursuant to Section 1.948(c) of its rules of the *pro forma* assignment of certain licenses from and to subsidiaries controlled by AT&T Inc. ("AT&T").<sup>1</sup> Specifically, five licensee entities controlled by AT&T merged into newly-created LLCs that are wholly-owned subsidiaries of AT&T Inc. These LLCs acquired all of the assets of each partnership, at which time the respective partnership entities were dissolved. The following chart lists the five impacted licensee companies, the new authorization holders, and the effective date of each merger:

Assignor	Assignee	Date of Merger
Bellingham Cellular Partnership	New Bellingham Cellular LLC	October 15, 2010
Bremerton Cellular Telephone Company	New Bremerton Cellular Telephone Company LLC	October 12, 2010
Provo Cellular Telephone Company	New Provo Cellular Telephone Company LLC	October 12, 2010
Salem Cellular Telephone Company	New Salem Telephone Company LLC	October 12, 2010
Visalia Cellular Telephone Company	New Visalia Cellular Telephone Company LLC	October 12, 2010

This restructuring does not change the ultimate ownership or control of the spectrum as AT&T has continued to control the authorizations at issue both before and after the restructuring.<sup>2</sup> Accordingly, the assignments are *pro forma* in nature. The Commission has previously stated that in situations, such as the instant reorganization, where no substantial change of control will occur, "grant of the application is deemed presumptively in the public interest."<sup>3</sup>

This *pro forma* transaction raises no competition-related concerns. AT&T continues to be attributed with the same amount of spectrum both before and after the transaction, because ultimate control over the subject licenses and leases remains with AT&T. The transaction has not changed (increased or decreased) AT&T's overall spectrum holdings, created new overlaps in any geographic area or market, or reduced the number of entities providing service in any market. Accordingly, additional information on spectrum overlaps for the geographic markets involved is not provided.

<sup>1</sup> 47 C.F.R. § 1.948(c).

<sup>2</sup> The assignees associated with these notifications are all wholly-owned subsidiaries of AT&T and, therefore, are entitled to rely upon AT&T's Form 602 ownership report in submitting these applications. *Wireless Telecomms. Bureau Answers Frequently Asked Questions Concerning Reporting of Ownership Info. On FCC Form 602*, 14 FCC Rcd 8261, 8264 (WTB 1999).

<sup>3</sup> See *Forbearance Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers*, 13 F.C.C.R. 6293, 6295 (1998).





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Date	Description	Existing Value	Requested Value
11/12/2010	Attachment added		
11/12/2010	Attachment added		

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## **ATTACHMENT 5**



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= Open Petition For Reconsideration (PFR) Status

= Termination Pending or Terminated

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File Number	Call Sign/Lease ID	Applicant Name	FRN Purpose	Radio Service	Receipt Date	Status
1 <a href="#">0004506462</a>		New Alton CellTelCo LLC	Assignment of Authorization	AL	11/22/2010	Accepted

File Number	Call Sign/Lease ID	Applicant Name	FRN Purpose	Radio Service	Receipt Date	Status
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Application

#### MAIN ADMIN TRANS LOG ASSIGNMENTS LICENSES REVENUE

File Number 0004506462 Application Status Q - Accepted

#### General Information

Application Purpose AA - Assignment of Authorization  
 Receipt Date 11/22/2010  
 Entered Date 11/22/2010 Action Date 12/01/2010  
 Waiver No Number of Rules  
 Attachments [Yes](#)  
 Application Fee No Waiver/Deferral No  
 Exempt Fee

#### Assignor Information

FRN Type General Partnership  
 Name Alton CellTelCo Partnership P:(469)229-7471  
 ATTN FCC Group F:(469)229-7297  
 5601 Legacy Drive, MS: A-3 E:LG5201@att.com  
 Plano, TX 75024  
 Race Gender  
 Ethnicity

#### Assignor Contact Information

Name AT&T Mobility LLC P:(202)457-2055  
 Michael P Goggin F:(202)457-3074  
 1120 Twentieth Street, N.W., E:michael.p.goggin@att.com  
 Suite 1000  
 Washington, DC 20036

#### Assignee Information

FRN Type Limited Liability Company  
 Name New Alton CellTelCo LLC P:(469)229-7471  
 ATTN FCC Group F:(469)229-7297  
 5601 Legacy Drive, MS: A-3 E:LG5201@att.com  
 Plano, TX 75024

Real Party In Interest	AT&T Mobility II LLC	FRN of Real Party in Interest	0016982233
Race		Gender	
Ethnicity			

#### Assignee Contact Information

Name	AT&T Mobility LLC ATTN Michael Goggin 1120 20th Street, NW, Suite 1000 Washington, DC 20036	P:(202)457-2055 F:(202)457-3073 E:MG7268@att.com
------	---	--

#### Assignee Qualifications and Ownership Information

##### Alien Ownership

The Applicant answered "No" to each of the [Alien Ownership](#) questions.

##### Basic Qualifications

The Applicant answered "No" to each of the [Basic Qualification](#) questions.

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<b>General Information</b>											
Mode	Interactive					PFR Status					
VEC/Coordinator/COLEM											
Auction ID						Source					
Change Type						Overall Change Type					

#### Assignor Signature

Signature Information	Michael P Goggin	Title	Assistant Secretary of Manager
-----------------------	------------------	-------	--------------------------------

#### Assignee Signature

Signature Information	Michael P Goggin	Title	Assistant Secretary of Manager
-----------------------	------------------	-------	--------------------------------

#### Comments

Description	Date
KNKA611 has pending MD application 0004450894. Applicant FRN has been updated FROM 0003767290 TO 0020315925 due TO Assignment 0004506462 .	12/01/2010

#### History

Date	Event
12/08/2010	Action PN Generated
12/01/2010	Authorization Printed
12/01/2010	Application Accepted

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#### Attachments

Type	Description	Date Entered
Other	<a href="#">Description of Pro Forma Transaction</a>	11/22/2010



### Pleadings

Pleading Type	Description	Date Entered
None		

### Letters

Letters Type	Description	Date Entered
None		

### Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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**MAIN** **ADMIN** **TRANS LOG** **ASSIGNMENTS** **LICENSES** **REVENUE**

File Number 0004506462 Application Status Q - Accepted

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### History

Date	Event
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12/01/2010	Authorization Printed
12/01/2010	Application Accepted
11/30/2010	Redlight Review Completed
11/30/2010	Non-Wireless Activity Review Completed
11/23/2010	Offlined for Non-Wireless Activity Review
11/23/2010	Redlight Review Completed
11/22/2010	Assignment of Authorization Received

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**DESCRIPTION OF *PRO FORMA* TRANSACTION AND PUBLIC INTEREST  
STATEMENT**

This is one of a series of filings notifying the Commission pursuant to Section 1.948(c) of its rules of the *pro forma* assignment of certain licenses from and to subsidiaries controlled by AT&T Inc. ("AT&T").<sup>1</sup> Specifically, two licensee entities controlled by AT&T – Alton CellTelCo Partnership ("Alton") and Champaign CellTelCo ("Champaign") – merged into newly-created LLCs on October 25, 2010. The new licensees – New Alton CellTelCo LLC ("New Alton") and New Champaign CellTelCo LLC ("New Champaign") – acquired all of the assets of each partnership, at which time the respective partnership entities were dissolved. New Alton now holds the authorizations formerly held by Alton, and New Champaign now holds the authorizations formerly held by Champaign.<sup>2</sup>

This restructuring does not change the ultimate ownership or control of the spectrum as AT&T has continued to control the authorizations at issue both before and after the restructuring.<sup>3</sup> Accordingly, the assignments are *pro forma* in nature. The Commission has previously stated that in situations, such as the instant reorganization, where no substantial change of control will occur, "grant of the application is deemed presumptively in the public interest."<sup>4</sup>

This *pro forma* transaction raises no competition-related concerns. AT&T continues to be attributed with the same amount of spectrum both before and after the transaction, because ultimate control over the subject licenses and leases remains with AT&T. The transaction has not changed (increased or decreased) AT&T's overall spectrum holdings, created new overlaps in any geographic area or market, or reduced the number of entities providing service in any market. Accordingly, additional information on spectrum overlaps for the geographic markets involved is not provided.

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<sup>1</sup> 47 C.F.R. § 1.948(c).

<sup>2</sup> Notification of the *pro forma* assignment of Champaign's international Section 214 authorization to New Champaign will be filed separately with the International Bureau.

<sup>3</sup> The assignees associated with these notifications are both wholly-owned subsidiaries of AT&T and, therefore, are entitled to rely upon AT&T's Form 602 ownership report in submitting these applications. *Wireless Telecomms. Bureau Answers Frequently Asked Questions Concerning Reporting of Ownership Info. On FCC Form 602*, 14 FCC Rcd 8261, 8264 (WTB 1999).

<sup>4</sup> See *Forbearance Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers*, 13 F.C.C.R. 6293, 6295 (1998).



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Date	Description	Existing Value	Requested Value
11/22/2010	Attachment added		

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File Number      0004506462      Application Status      Q - Accepted

#### Transaction Information

Other Wireless Licenses	Yes	Lead Application File Number	
Non-Wireless Licenses	Yes	Is this Filing the Lead Application?	
Already Occurred	Yes	Already Occurred Date	
Voluntary/Involuntary	Voluntary	Involuntary Date	
Pro Forma	Yes	Accomplished By	Transfer of stock or other ownership interests
Forbearance	Yes	Forbearance Date	10/25/2010
Partition and Disaggregation	No	Full/Partial	Full

#### Designated Entity Information

Bidding Credits Involved	Installment Payments Involved
Closed Bidding Licenses Involved	

#### Competition Related Information

Geographic Overlap	No	10MHz or More	No
Reduced Service Providers	No		

#### Broadband Radio Service and Educational Broadband Service Information



Multichannel  
Video  
Programming  
Section 27.1203  
Programming  
Requirements

Cable TV  
Attributable  
Interest

### Ownership Disclosure Information

Form 602  
Required Yes

Form 602 File  
Number 0004448848  
([View Ownership Filing](#))

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0004506462 - New Alton CellTelCo LLC

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### Licenses

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**MAIN** **ADMIN** **TRANS LOG** **ASSIGNMENTS** **LICENSES** **REVENUE**

File Number 0004506462

Application  
Status

Q - Accepted

#### Call Sign Information

= Terminated or Termination Pending

All Results Displayed

Action Performed	Call Sign	Radio Service	Constructed
1 Add	<a href="#">KNKA611</a>	CL - Cellular	Yes
Action Performed	Call Sign	Radio Service	Constructed

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## **ATTACHMENT 6**



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### Search Results

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#### Specified Search

File Number=**0004577929**

Matches **1**- 1 (of 1 )

= Open Petition For Reconsideration (PFR) Status

= Termination Pending or Terminated

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File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
1 <a href="#">0004577929</a>		AT&T Mobility Wireless Operations Holdings LLC	0020497731	Assignment of Authorization	AL	01/18/2011	Accepted

File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
-------------	--------------------	----------------	-----	---------	---------------	--------------	--------

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### 0004577929 - AT&T Mobility Wireless Operations Holdings LLC

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#### MAIN ADMIN TRANS LOG ASSIGNMENTS LICENSES DESIGNATED ENTITY REVENUE

File Number 0004577929 Application Status Q - Accepted

#### General Information

Application Purpose AA - Assignment of Authorization  
 Receipt Date 01/18/2011  
 Entered Date 01/18/2011 Action Date 01/25/2011  
 Waiver [Yes](#) Number of Rules 1  
 Attachments [Yes](#)  
 Application Fee Exempt No Waiver/Deferral Fee No

#### Assignor Information

FRN Type General Partnership  
 Name Sarasota Cellular Telephone Company  
 ATTN FCC Group  
 5601 Legacy Drive, MS: A-3  
 Plano, TX 75024  
 P:(469)229-7471  
 F:(469)229-7297  
 E:LG5201@att.com  
 Race  
 Ethnicity Gender

#### Assignor Contact Information

Name AT&T Mobility LLC  
 Michael P Goggin  
 1120 Twentieth Street, N.W.,  
 Suite 1000  
 Washington, DC 20036  
 P:(202)457-2055  
 F:(202)457-3074  
 E:michael.p.goggin@att.com

#### Assignee Information

FRN 0020497731 Type Limited Liability Company  
[\(View Ownership\)](#)  
 Name AT&T Mobility Wireless  
 Operations Holdings LLC  
 ATTN FCC Group  
 5601 Legacy Drive, MS: A-3  
 P:(469)229-7471  
 F:(469)229-7297  
 E:LG5201@att.com

Piano, TX 75024

Real Party In Interest	AT&T Mobility II LLC	FRN of Real Party in Interest	0016982233
Race		Gender	
Ethnicity			

#### Assignee Contact Information

Name	AT&T Mobility LLC ATTN Michael P. Goggin 1120 20th Street, NW, Suite 1000 Washington, DC 20036	P:(202)457-2055 F:(202)457-3073 E:MG7268@att.com
------	---	--

#### Assignee Qualifications and Ownership Information

##### Alien Ownership

The Applicant answered "No" to each of the [Alien Ownership](#) questions.

##### Basic Qualifications

The Applicant answered "No" to each of the [Basic Qualification](#) questions.

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ASSIGNMENTS

LICENSES

DESIGNATED ENTITY

REVENUE

File Number	0004577929	Application Status	Q - Accepted
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#### General Information

Mode	Interactive	PFR Status
VEC/Coordinator/COLEM		
Auction ID	Source	
Change Type	Overall Change Type	

#### Assignor Signature

Signature Information	Michael P Goggin	Title	Assistant Secretary of Manager
-----------------------	------------------	-------	--------------------------------

#### Assignee Signature

Signature Information	Michael P Goggin	Title	Assistant Secretary of Manager
-----------------------	------------------	-------	--------------------------------

#### Comments

Description	Date
None	

#### History

Date	Event
02/02/2011	Action PN Generated
01/25/2011	Authorization Printed
01/25/2011	Application Accepted

[All History \(8\)](#)

#### Attachments

Type	Description	Date Entered
Waiver	<a href="#">Description of Pro Forma Transaction and Request for Waiver</a>	01/18/2011

### Pleadings

Pleading Type	Description	Date Entered
None		

### Letters

Letters Type	Description	Date Entered
None		

### Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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File Number 0004577929 Application Status Q - Accepted

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### History

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01/25/2011	Authorization Printed
01/25/2011	Application Accepted
01/24/2011	Redlight Review Completed
01/24/2011	Waiver Review Completed
01/19/2011	Offlined for Waiver Review
01/19/2011	Redlight Review Completed
01/18/2011	Assignment of Authorization Received

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**DESCRIPTION OF *PRO FORMA* TRANSACTION AND PUBLIC INTEREST  
STATEMENT**

This is one of a series of filings notifying the Commission pursuant to Section 1.948(c) of its rules of the *pro forma* assignment of certain licenses from and to subsidiaries controlled by AT&T Inc. ("AT&T").<sup>1</sup> Specifically, two licensee entities controlled by AT&T – Melbourne Cellular Telephone Company ("Melbourne") and Sarasota Cellular Telephone Company ("Sarasota") – merged into newly-created LLCs on December 2, 2010. The new licensees – New Melbourne Cellular Telephone Company LLC ("New Melbourne") and New Sarasota Cellular Telephone Company LLC ("New Sarasota") – acquired all of the assets of each partnership, at which time the respective partnership entities were dissolved. On December 31, 2010, New Melbourne and New Sarasota merged into AT&T Mobility Wireless Operations Holdings, LLC ("Holdings LLC"), a wholly-owned subsidiary of New Cingular Wireless PCS, LLC (an indirect wholly-owned subsidiary of AT&T).

This restructuring does not change the ultimate ownership or control of the spectrum as AT&T has continued to control the authorizations at issue both before and after the restructuring.<sup>2</sup> Accordingly, the assignments are *pro forma* in nature. The Commission has previously stated that in situations, such as the instant reorganization, where no substantial change of control will occur, "grant of the application is deemed presumptively in the public interest."<sup>3</sup>

This *pro forma* transaction raises no competition-related concerns. AT&T continues to be attributed with the same amount of spectrum both before and after the transaction, because ultimate control over the subject licenses remains with AT&T. The transaction has not changed (increased or decreased) AT&T's overall spectrum holdings, created new overlaps in any geographic area or market, or reduced the number of entities providing service in any market. Accordingly, additional information on spectrum overlaps for the geographic markets involved is not provided.

Due to an inadvertent administrative oversight, notice of the mergers of Melbourne into New Melbourne and Sarasota into New Sarasota were not filed within the 30-day window provided under the Commission's rules.<sup>4</sup> AT&T respectfully requests a waiver of Section 1.948(c) of the Commission's rules to permit the filing of this application.

---

<sup>1</sup> 47 C.F.R. § 1.948(c).

<sup>2</sup> The assignee associated with these notifications is a wholly-owned subsidiary of AT&T Mobility II LLC ("Mobility II") and, therefore, is entitled to rely upon Mobility II's Form 602 ownership report in submitting these applications. *Wireless Telecomms. Bureau Answers Frequently Asked Questions Concerning Reporting of Ownership Info. On FCC Form 602*, 14 FCC Rcd 8261, 8264 (WTB 1999). Mobility II regularly updates its Form 602 ownership report, and will shortly file an updated 602 that includes Holdings LLC.

<sup>3</sup> See *Forbearance Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers*, 13 F.C.C.R. 6293, 6295 (1998).

<sup>4</sup> See 1.948(c)(1)(iii).





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**DESIGNATED ENTITY** **REVENUE**

File Number 0004577929 Application Status Q - Accepted

#### Transactions

Date	Description	Existing Value	Requested Value
01/18/2011	Attachment added		

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[DESIGNATED ENTITY](#) [REVENUE](#)

File Number 0004577929 Application Status Q - Accepted

#### Transaction Information

Other Wireless Licenses	Yes	Lead Application File Number	<a href="#">0004577922</a>
Non-Wireless Licenses	No	Is this Filing the Lead Application?	
Already Occurred	Yes	Already Occurred Date	
Voluntary/Involuntary	Voluntary	Involuntary Date	
Pro Forma	Yes	Accomplished By	Other: Internal Reorganization
Forbearance	Yes	Forbearance Date	12/31/2010
Partition and Disaggregation	No	Full/Partial	Full

#### Designated Entity Information

Bidding Credits Involved	No	Installment Payments Involved	Yes
Closed Bidding Licenses Involved	No		

#### Competition Related Information

Geographic Overlap	No	10MHz or More	No
Reduced Service Providers	No		

### Broadband Radio Service and Educational Broadband Service Information

Multichannel  
Video  
Programming  
Section 27.1203  
Programming  
Requirements

Cable TV  
Attributable  
Interest

### Ownership Disclosure Information

Form 602  
Required

Yes

Form 602 File  
Number

0004538149  
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## **ATTACHMENT 7**



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#### Specified Search

File Number=**0004555112**

Matches **1**- 1 (of 1 )

= Open Petition For Reconsideration (PFR) Status

 = Termination Pending or Terminated

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File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
1 <a href="#">0004555112</a>		AT&T Mobility Wireless Operations Holdings LLC	0020497731	Assignment of Authorization	AL	01/03/2011	Accepted

File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
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MAIN	ADMIN	TRANS LOG	ASSIGNMENTS	LICENSES	REVENUE
------	-------	-----------	-------------	----------	---------

File Number	0004555112	Application Status	Q - Accepted
-------------	------------	--------------------	--------------

#### General Information

Application Purpose	AA - Assignment of Authorization		
Receipt Date	01/03/2011	Action Date	01/04/2011
Entered Date	01/03/2011	Number of Rules	
Waiver	No	Waiver/Deferral Fee	No
Attachments	<a href="#">Yes</a>		
Application Fee Exempt	No		

#### Assignor Information

FRN		Type	General Partnership
Name	Bradenton Cellular Partnership ATTN FCC Group 5601 Legacy Drive, MS: A-3 Plano, TX 75024		P:(469)229-7471 F:(469)229-7297 E:LG5201@att.com
Race		Gender	
Ethnicity			

#### Assignor Contact Information

Name	AT&T Mobility LLC Michael P Goggin 1120 20th Street, NW, Suite 1000 Washington, DC 20036	P:(202)457-2055 F:(202)457-3073 E:MG7268@att.com
------	---	--

#### Assignee Information

FRN	0020497731 <a href="#">(View Ownership)</a>	Type	Limited Liability Company
Name	AT&T Mobility Wireless Operations Holdings LLC	P:(469)229-7471 F:(469)229-7297	



ATTN FCC Group  
5601 Legacy Drive, MS: A-3  
Plano, TX 75024

E:LG5201@att.com

Real Party In Interest	AT&T Mobility II LLC	FRN of Real Party in Interest	0016982233
Race		Gender	
Ethnicity			

#### Assignee Contact Information

Name	AT&T Mobility LLC ATTN Michael P. Goggin 1120 20th Street, NW, Suite 1000 Washington, DC 20036	P:(202)457-2055 F:(202)457-3073 E:MG7268@att.com
------	---	--

#### Assignee Qualifications and Ownership Information

##### Alien Ownership

The Applicant answered "No" to each of the [Alien Ownership](#) questions.

##### Basic Qualifications

The Applicant answered "No" to each of the [Basic Qualification](#) questions.

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File Number 0004555112 Application Status Q - Accepted

#### General Information

Mode	Interactive	PFR Status
VEC/Coordinator/COLEM		
Auction ID	Source	
Change Type	Overall Change Type	

#### Assignor Signature

Signature Information	Robert Vitanza	Title	Assistant Secretary of Manager
-----------------------	----------------	-------	--------------------------------

#### Assignee Signature

Signature Information	Robert Vitanza	Title	Assistant Secretary of Manager
-----------------------	----------------	-------	--------------------------------

#### Comments

Description	Date
None	

#### History

Date	Event
01/12/2011	Action PN Generated
01/04/2011	Authorization Printed
01/04/2011	Application Accepted

[All History \(5\)](#)

#### Attachments

Type	Description	Date Entered
Other	<a href="#">Description of Pro Forma Transaction</a>	01/03/2011

### Pleadings

Pleading Type	Description	Date Entered
None		

### Letters

Letters Type	Description	Date Entered
None		

### Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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### History

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## DESCRIPTION OF *PRO FORMA* TRANSACTION AND PUBLIC INTEREST STATEMENT

This is one of a series of filings notifying the Commission pursuant to Section 1.948(c) of its rules of the *pro forma* assignment of certain licenses from and to subsidiaries controlled by AT&T Inc. ("AT&T").<sup>1</sup> Specifically, two licensee entities controlled by AT&T – Bloomington Cellular Telephone Company ("Bloomington") and Bradenton Cellular Partnership ("Bradenton") – merged into newly-created LLCs on December 2, 2010.<sup>2</sup> The new licensees – New Bloomington Cellular Telephone Company LLC ("New Bloomington") and New Bradenton Cellular LLC ("New Bradenton") – acquired all of the assets of each partnership, at which time the respective partnership entities were dissolved. On December 31, 2010, New Bloomington and New Bradenton merged into AT&T Mobility Wireless Operations Holdings, LLC ("Holdings LLC"), a wholly-owned subsidiary of New Cingular Wireless PCS, LLC (an indirect wholly-owned subsidiary of AT&T).

This restructuring does not change the ultimate ownership or control of the spectrum as AT&T has continued to control the authorizations at issue both before and after the restructuring.<sup>3</sup> Accordingly, the assignments are *pro forma* in nature. The Commission has previously stated that in situations, such as the instant reorganization, where no substantial change of control will occur, "grant of the application is deemed presumptively in the public interest."<sup>4</sup>

This *pro forma* transaction raises no competition-related concerns. AT&T continues to be attributed with the same amount of spectrum both before and after the transaction, because ultimate control over the subject licenses remains with AT&T. The transaction has not changed (increased or decreased) AT&T's overall spectrum holdings, created new overlaps in any geographic area or market, or reduced the number of entities providing service in any market. Accordingly, additional information on spectrum overlaps for the geographic markets involved is not provided.

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<sup>1</sup> 47 C.F.R. § 1.948(c).

<sup>2</sup> The 30-day deadline for filing a notification of the first step of this *pro forma* transaction fell on a Saturday, thereby extending the filing deadline to the next business day under the Commission's rules. See 47 C.F.R. §§ 1.4(j); 1.948(c)(1)(iii). As such, this is a timely filing.

<sup>3</sup> The assignee associated with these notifications is a wholly-owned subsidiary of AT&T Mobility II LLC ("Mobility II") and, therefore, is entitled to rely upon Mobility II's Form 602 ownership report in submitting these applications. *Wireless Telecomms. Bureau Answers Frequently Asked Questions Concerning Reporting of Ownership Info. On FCC Form 602*, 14 FCC Rcd 8261, 8264 (WTB 1999). Mobility II regularly updates its Form 602 ownership report, and will shortly file an updated 602 that includes Holdings LLC.

<sup>4</sup> See *Forbearance Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers*, 13 F.C.C.R. 6293, 6295 (1998).





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0004555112 - AT&T Mobility Wireless Operations Holdings LLC

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File Number 0004555112 Application Status Q - Accepted

#### Transactions

Date	Description	Existing Value	Requested Value
01/03/2011	Attachment added		

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File Number 0004555112 Application Status Q - Accepted

#### Transaction Information

Other Wireless Licenses	Yes	Lead Application File Number	<a href="#">0004555053</a>
Non-Wireless Licenses	No	Is this Filing the Lead Application?	
Already Occurred	Yes	Already Occurred Date	
Voluntary/Involuntary	Voluntary	Involuntary Date	
Pro Forma	Yes	Accomplished By	Other: Internal Reorganization
Forbearance	Yes	Forbearance Date	12/31/2010
Partition and Disaggregation	No	Full/Partial	Full

#### Designated Entity Information

Bidding Credits Involved	No	Installment Payments Involved	No
Closed Bidding Licenses Involved	No		

#### Competition Related Information

Geographic Overlap	No	10MHz or More	No
Reduced Service Providers	No		

#### Broadband Radio Service and Educational Broadband Service Information

Multichannel  
Video  
Programming  
Section 27.1203  
Programming  
Requirements

Cable TV  
Attributable  
Interest

#### Ownership Disclosure Information

Form 602  
Required

Yes

Form 602 File  
Number

0004538149  
([View Ownership Filing](#))

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### Search Results

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#### Specified Search

File Number=**0004581072**

Matches **1**- 1 (of 1 )

= Open Petition For Reconsideration (PFR) Status

= Termination Pending or Terminated

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File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
1 <a href="#">0004581072</a>		AT&T Mobility Wireless Operations Holdings LLC	0020497731	Assignment of Authorization	AL	01/21/2011	Accepted

File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
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### 0004581072 - AT&T Mobility Wireless Operations Holdings LLC [? HELP](#)

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Application

#### MAIN ADMIN TRANS LOG ASSIGNMENTS LICENSES REVENUE

File Number 0004581072 Application Status Q - Accepted

#### General Information

Application Purpose AA - Assignment of Authorization  
 Receipt Date 01/21/2011  
 Entered Date 01/21/2011 Action Date 01/22/2011  
 Waiver No Number of Rules  
 Attachments [Yes](#)  
 Application Fee No Waiver/Deferral No  
 Exempt Fee

#### Assignor Information

FRN Type Limited Liability Company  
 Name New Salem Cellular Telephone Company LLC  
 ATTN FCC Group  
 5601 Legacy Drive, MS: A-3  
 Plano, TX 75024  
 P:(469)229-7471  
 F:(469)229-7297  
 E:LG5201@att.com  
 Race Gender  
 Ethnicity

#### Assignor Contact Information

Name AT&T Mobility LLC  
 Michael P Goggin  
 1120 20th Street, NW, Suite 1000  
 Washington, DC 20036  
 P:(202)457-2055  
 F:(202)457-3073  
 E:MG7268@att.com

#### Assignee Information

FRN 0020497731 Type Limited Liability Company  
[\(View Ownership\)](#)  
 Name AT&T Mobility Wireless  
 P:(469)229-7471

Operations Holdings LLC  
ATTN FCC Group  
5601 Legacy Drive, MS: A-3  
Plano, TX 75024

F:(469)229-7297  
E:LG5201@att.com

Real Party In Interest	AT&T Mobility II LLC	FRN of Real Party in Interest	0016982233
Race		Gender	
Ethnicity			

#### Assignee Contact Information

Name	AT&T Mobility LLC ATTN Michael P. Goggin 1120 20th Street, NW, Suite 1000 Washington, DC 20036	P:(202)457-2055 F:(202)457-3073 E:MG7268@att.com
------	---	--

#### Assignee Qualifications and Ownership Information

##### Alien Ownership

The Applicant answered "No" to each of the [Alien Ownership](#) questions.

##### Basic Qualifications

The Applicant answered "No" to each of the [Basic Qualification](#) questions.

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**REVENUE**

File Number 0004581072 Application Status Q - Accepted

#### General Information

Mode Interactive PFR Status  
 VEC/Coordinator/COLEM  
 Auction ID Source  
 Change Type Overall Change Type

#### Assignor Signature

Signature Information Michael P Goggin Title Assistant Secretary of Manager

#### Assignee Signature

Signature Information Michael P Goggin Title Assistant Secretary of Manager

#### Comments

Description	Date
WMN732 has pending RO application 0004449366. Applicant FRN has been updated FROM 0020315719 TO 0020497731 due TO Assignment 0004581072 .	01/22/2011
WMN726 has pending MD application 0004436914. Applicant FRN has been updated FROM 0020315719 TO 0020497731 due TO Assignment 0004581072 .	01/22/2011
WMN713 has pending RO application 0004449364. Applicant FRN has been updated FROM 0020315719 TO 0020497731 due TO Assignment 0004581072 .	01/22/2011

#### History

Date	Event
01/26/2011	Action PN Generated
01/22/2011	Authorization Printed
01/22/2011	Application Accepted

[All History](#) (5)

#### Attachments

Type	Description	Date Entered
Other	<a href="#">Description of Pro Forma Transaction</a>	01/21/2011

#### Pleadings

Pleading Type	Description	Date Entered
None		

#### Letters

Letters Type	Description	Date Entered
None		

#### Automated Letters

Reference Number	Call Sign	Letter Type	Date Generated
None			

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File Number 0004581072 Application Status Q - Accepted

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### History

Date	Event
01/26/2011	Action PN Generated
01/22/2011	Authorization Printed
01/22/2011	Application Accepted
01/22/2011	Redlight Review Completed
01/21/2011	Assignment of Authorization Received

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**DESCRIPTION OF *PRO FORMA* TRANSACTION AND PUBLIC INTEREST  
STATEMENT**

This is one of a series of filings notifying the Commission pursuant to Section 1.948(c) of its rules of the *pro forma* assignment of certain licenses from and to subsidiaries controlled by AT&T Inc. ("AT&T").<sup>1</sup> Specifically, on December 31, 2010, seven licensee entities that are wholly-owned subsidiaries of AT&T merged into AT&T Mobility Wireless Operations Holdings LLC ("Holdings LLC"). These seven licensee entities are:

New Alton CellTelCo LLC  
New Bellingham Cellular LLC  
New Bremerton Cellular Telephone Company LLC  
New Champaign CellTelCo LLC<sup>2</sup>  
New Provo Cellular Telephone Company LLC  
New Salem Cellular Telephone Company LLC  
New Visalia Cellular Telephone Company LLC

Holdings LLC now holds all of the authorizations previously held by these seven companies.

On December 23, 2010, newly-created LLC New Reno Cellular Telephone Company LLC ("New Reno," a wholly-owned indirect subsidiary of AT&T) acquired all the assets of AT&T-controlled subsidiary Reno Cellular Telephone Company ("Reno"). New Reno then merged into Holdings LLC on December 31, 2010. Holdings LLC holds all of the authorizations previously held by Reno.

This restructuring does not change the ultimate ownership or control of the spectrum as AT&T has continued to control the authorizations at issue both before and after the restructuring.<sup>3</sup> Accordingly, the assignments are *pro forma* in nature. The Commission has previously stated that in situations, such as the instant reorganization, where no substantial change of control will occur, "grant of the application is deemed presumptively in the public interest."<sup>4</sup>

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<sup>1</sup> 47 C.F.R. § 1.948(c).

<sup>2</sup> Notification of the *pro forma* assignment of New Champaign CellTelCo LLC's international Section 214 authorization to Holdings LLC will be filed separately with the International Bureau.

<sup>3</sup> The assignee associated with these notifications is a wholly-owned subsidiary of AT&T Mobility II LLC ("Mobility II") and, therefore, is entitled to rely upon Mobility II's Form 602 ownership report in submitting these applications. *Wireless Telecomms. Bureau Answers Frequently Asked Questions Concerning Reporting of Ownership Info. On FCC Form 602*, 14 FCC Rcd 8261, 8264 (WTB 1999).

<sup>4</sup> See *Forbearance Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers*, 13 F.C.C.R. 6293, 6295 (1998).

This *pro forma* transaction raises no competition-related concerns. AT&T continues to be attributed with the same amount of spectrum both before and after the transaction, because ultimate control over the subject licenses remains with AT&T. The transaction has not changed (increased or decreased) AT&T's overall spectrum holdings, created new overlaps in any geographic area or market, or reduced the number of entities providing service in any market. Accordingly, additional information on spectrum overlaps for the geographic markets involved is not provided.



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File Number 0004581072 Application Status Q - Accepted

#### Transactions

Date	Description	Existing Value	Requested Value
01/21/2011	Attachment added		

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File Number 0004581072 Application Status Q - Accepted

#### Transaction Information

Other Wireless Licenses	Yes	Lead Application File Number	<a href="#">0004580941</a>
Non-Wireless Licenses	No	Is this Filing the Lead Application?	
Already Occurred	Yes	Already Occurred Date	
Voluntary/Involuntary	Voluntary	Involuntary Date	
Pro Forma	Yes	Accomplished By	Other: Internal Reorganization
Forbearance	Yes	Forbearance Date	12/31/2010
Partition and Disaggregation	No	Full/Partial	Full

#### Designated Entity Information

Bidding Credits Involved	Installment Payments Involved
Closed Bidding Licenses Involved	

#### Competition Related Information

Geographic Overlap	No	10MHz or More	No
Reduced Service Providers	No		

#### Broadband Radio Service and Educational Broadband Service Information

Multichannel  
Video  
Programming  
Section 27.1203  
Programming  
Requirements

Cable TV  
Attributable  
Interest

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#### Ownership Disclosure Information

Form 602  
Required

Yes

Form 602 File  
Number

0004579557  
([View Ownership Filing](#))

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#### Specified Search

File Number=**0004785597**Matches **1**- 1 (of 1 )

= Open Petition For Reconsideration (PFR) Status

☐ = Termination Pending or Terminated

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File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
1 <a href="#">0004785597</a>		New Las Cruces Cellular Telephone Company LLC		Assignment of Authorization	AL	06/29/2011	Accepted

File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
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ULS Application

### 0004785597 - New Las Cruces Cellular Telephone Company LLC

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Application

#### MAIN ADMIN TRANS LOG ASSIGNMENTS LICENSES REVENUE

File Number 0004785597 Application Status Q - Accepted

#### General Information

Application Purpose AA - Assignment of Authorization  
 Receipt Date 06/29/2011  
 Entered Date 06/29/2011 Action Date 06/30/2011  
 Waiver No Number of Rules  
 Attachments [Yes](#)  
 Application Fee No Waiver/Deferral No  
 Exempt Fee

#### Assignor Information

FRN Type General Partnership  
 Name Las Cruces Cellular Telephone Company  
 ATTN Michael P. Goggin  
 1120 20th Street, NW, Suite 1000  
 Washington, DC 20036  
 P:(202)457-2055  
 F:(202)457-3073  
 E:mg7268@att.com  
 Race Gender  
 Ethnicity

#### Assignor Contact Information

Name AT&T Mobility LLC  
 Michael P Goggin  
 1120 20th Street, NW, Suite 1000  
 Washington, DC 20036  
 P:(202)457-2055  
 F:(202)457-3073  
 E:mg7268@att.com

#### Assignee Information

FRN Type Limited Liability Company  
 Name New Las Cruces Cellular P:(469)229-7471

Telephone Company LLC  
ATTN FCC Group  
5601 Legacy Drive, MS: A-3  
Plano, TX 75024

F:(469)229-7297  
E:LG5201@att.com

Real Party In Interest	AT&T Mobility II LLC	FRN of Real Party in Interest	0016982233
Race		Gender	
Ethnicity			

#### Assignee Contact Information

Name	AT&T Mobility LLC Michael P Goggin 1120 20th Street, NW, Suite 1000 Washington, DC 20036	P:(202)457-2055 F:(202)457-3073 E:MG7268@att.com
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#### Assignee Qualifications and Ownership Information

##### Alien Ownership

The Applicant answered "No" to each of the [Alien Ownership](#) questions.

##### Basic Qualifications

The Applicant answered "No" to each of the [Basic Qualification](#) questions.

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<b>General Information</b>											
Mode	Interactive			PFR Status							
VEC/Coordinator/COLEM											
Auction ID				Source							
Change Type				Overall Change Type							
<b>Assignor Signature</b>											
Signature Information	Michael P Goggin			Title	Assistant Secretary of Manager						
<b>Assignee Signature</b>											
Signature Information	Michael P Goggin			Title	Assistant Secretary of Manager						
<b>Comments</b>											
Description				Date							
None											
<b>History</b>											
Date	Event										
07/06/2011	Action PN Generated										
06/30/2011	Authorization Printed										
06/30/2011	Application Accepted										
<a href="#">All History</a> (5)											
<b>Attachments</b>											
Type	Description			Date Entered							
Other	<a href="#">Description of Pro Forma Transaction</a>			06/29/2011							



### Pleadings

Pleading Type	Description	Date Entered
None		

### Letters

Letters Type	Description	Date Entered
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File Number 0004785597

Application  
Status

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Date	Event
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06/30/2011	Authorization Printed
06/30/2011	Application Accepted
06/30/2011	Redlight Review Completed
06/29/2011	Assignment of Authorization Received

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**DESCRIPTION OF *PRO FORMA* TRANSACTION AND PUBLIC INTEREST  
STATEMENT**

Pursuant to Section 1.948(c) of the Commission's rules, Las Cruces Cellular Telephone Company ("Las Cruces") and New Las Cruces Cellular Telephone Company LLC ("New Las Cruces") hereby notify the Commission of the *pro forma* assignment of Las Cruces' cellular and common carrier fixed point-to-point microwave licenses to New Las Cruces.<sup>1</sup> Both Las Cruces and New Las Cruces are indirect subsidiaries of AT&T Inc. ("AT&T") and are controlled by AT&T. Prior to May 31, 2011, AT&T indirectly held a controlling 94.918 percent interest in Las Cruces. On May 31, 2011, the Las Cruces partnership was dissolved and its assets assigned to New Las Cruces.<sup>2</sup>

This restructuring does not change the ultimate ownership or control of the spectrum as AT&T has continued to control the authorizations at issue both before and after the restructuring.<sup>3</sup> Accordingly, the assignments are *pro forma* in nature. The Commission has previously stated that in situations, such as the instant reorganization, where no substantial change of control will occur, "grant of the application is deemed presumptively in the public interest."<sup>4</sup>

This *pro forma* transaction raises no competition-related concerns. AT&T continues to be attributed with the same amount of spectrum both before and after the transaction, because ultimate control over the subject licenses remains with AT&T. The transaction has not changed (increased or decreased) AT&T's overall spectrum holdings, created new overlaps in any geographic area or market, or reduced the number of entities providing service in any market. Accordingly, additional information on spectrum overlaps for the geographic markets involved is not provided.

---

<sup>1</sup> 47 C.F.R. § 1.948(c).

<sup>2</sup> New Las Cruces is retaining Las Cruces' FCC Registration Number.

<sup>3</sup> The assignee associated with this notification is a wholly-owned subsidiary of AT&T, therefore, is entitled to rely upon AT&T's Form 602 ownership report in submitting this application. *Wireless Telecomms. Bureau Answers Frequently Asked Questions Concerning Reporting of Ownership Info. On FCC Form 602*, 14 FCC Rcd 8261, 8264 (WTB 1999).

<sup>4</sup> See *Forbearance Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers*, 13 F.C.C.R. 6293, 6295 (1998).



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Date	Description	Existing Value	Requested Value
06/29/2011	Attachment added		

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File Number		0004785597				Application Status		Q - Accepted			
<b>Transaction Information</b>											
Other Wireless Licenses		No				Lead Application File Number					
Non-Wireless Licenses		No				Is this Filing the Lead Application?					
Already Occurred		Yes				Already Occurred Date					
Voluntary/Involuntary		Voluntary				Involuntary Date					
Pro Forma		Yes				Accomplished By		Other: Internal Reorganization			
Forbearance		Yes				Forbearance Date		05/31/2011			
Partition and Disaggregation		No				Full/Partial		Full			

### Designated Entity Information

Bidding Credits Involved	Installment Payments Involved
Closed Bidding Licenses Involved	

### Competition Related Information

Geographic Overlap	No	10MHz or More	No
Reduced Service Providers	No		

### Broadband Radio Service and Educational Broadband Service Information



Multichannel  
Video  
Programming  
Section 27.1203  
Programming  
Requirements

Cable TV  
Attributable  
Interest

---

#### Ownership Disclosure Information

Form 602  
Required

Yes

Form 602 File  
Number

0004785228  
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## **ATTACHMENT 22**

## **ATTACHMENT 10**



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File Number=**0004762557**

Matches **1**- 1 (of 1 )

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= Termination Pending or Terminated

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File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
1 <a href="#">0004762557</a>		AT&T Inc.	0005193701	Transfer of Control	AL	07/28/2011	Accepted

File Number	Call Sign/Lease ID	Applicant Name	FRN	Purpose	Radio Service	Receipt Date	Status
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------	-------	-----------	-----------	----------	---------

File Number	0004762557	Application Status	Q - Accepted
-------------	------------	--------------------	--------------

### General Information

Application Purpose	TC - Transfer of Control
Receipt Date	07/28/2011
Entered Date	07/28/2011
Waiver	No
Attachments	<a href="#">Yes</a>
Application Fee Exempt	No
Action Date	09/09/2011
Number of Rules	
Waiver/Deferral Fee	No

### Licensee Information

FRN	0010698884 <a href="#">(View Ownership Filing)</a>	Type	General Partnership
Name	Oklahoma Independent RSA 7 Partnership ATTN FCC Group 5601 Legacy Drive, MS: A-3 Plano, TX 75024		P:(469)229-7471 F:(469)229-7297 E:LG5201@att.com
Race		Gender	
Ethnicity			

### Licensee Contact Information

Name	AT&T Mobility LLC Michael P Goggin 1120 Twentieth Street, N.W., Suite 1000 Washington, DC 20036	P:(202)457-2055 F:(202)457-3074 E:michael.p.goggin@att.com
------	---	--

### Transferor Information

FRN		Type	Corporation
Name	BellSouth Enterprises, Inc. ATTN James Talbot 1120 20th Street, NW, Suite		P:(202)457-3048 F:(202)457-3073 E:jjtalbot@att.com



1000  
Washington, DC 20036

Race  
Ethnicity

Gender

**Transferor Contact Information**

Name	AT&T Services, Inc. ATTN James Talbot 1120 20th Street, NW, Suite 1000 Washington, DC 20036	P:(202)457-3048 F:(202)457-3073 E:jjtalbot@att.com
------	---	--

**Transferee Information**

FRN	0005193701 ( <a href="#">View Ownership</a> )	Type	Corporation
Name	AT&T Inc. ATTN William R. Drexel 208 South Akard Street, Room 3305 Dallas, TX 75202		P:(214)757-3350 F:(214)746-2152 E:william.drexel@att.com
Real Party In Interest	AT&T Inc.	FRN of Real Party in Interest	0005193701
Race		Gender	
Ethnicity			

**Transferee Contact Information**

Name	AT&T Inc. ATTN William R. Drexel 208 South Akard Street, Room 3305 Dallas, TX 75202	P:(214)757-3350 F:(214)746-2152 E:william.drexel@att.com
------	---	--

**Transferee Qualifications and Ownership Information**

**Alien Ownership**

The Applicant answered "No" to each of the [Alien Ownership](#) questions.

**Basic Qualifications**

The Applicant answered "No" to each of the [Basic Qualification](#) questions.

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#### General Information

Mode Interactive PFR Status  
 VEC/Coordinator/COLEM  
 Auction ID Source  
 Change Type Overall Change Type

#### Licensee Signature

Signature Information Title

#### Transferor Signature

Signature Information Mary Jo Peed Title Vice President and Secretary

#### Transferee Signature

Signature Information William R Drexel Title Sr. VP & Assistant General Counsel

#### Comments

Description Date  
 None

#### History

Date Event  
 09/14/2011 Action PN Generated  
 09/09/2011 Application Accepted  
 09/08/2011 Redlight Review Completed

[All History \(7\)](#)

#### Attachments

Type	Description	Date Entered
Other	<a href="#">Description of Pro Forma Transaction</a>	07/28/2011

**Pleadings**

Pleading Type	Description	Date Entered
None		

**Letters**

Letters Type	Description	Date Entered
None		

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09/08/2011	Redlight Review Completed
09/08/2011	Non-Wireless Activity Review Completed
07/29/2011	Offlined for Non-Wireless Activity Review
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**DESCRIPTION OF *PRO FORMA* TRANSACTION AND PUBLIC INTEREST  
STATEMENT**

This is one of a series of filings notifying the Commission pursuant to Sections 1.948(c), 1.9020(j), and 1.9030(i) of its rules of the *pro forma* transfer of control of certain licenses and leases from and to various subsidiaries controlled by AT&T Inc. ("AT&T").<sup>1</sup> The transfers of control that are the subject of these notification filings resulted from an internal reorganization that occurred on June 30, 2011 and July 1, 2011.<sup>2</sup> The internal reorganization involved the redistribution among AT&T subsidiaries of indirect ownership interests in AT&T Mobility LLC ("AT&T Mobility"), which is an indirect wholly owned subsidiary of AT&T and which owns or controls several subsidiaries that hold authorizations issued by the Commission. Specifically, the following changes in AT&T's internal structure took place:

- On June 30, 2011, BellSouth Enterprises, Inc. ("BellSouth Enterprises") merged into its immediate parent company, BellSouth Corporation. As a consequence, BellSouth Mobile Data, Inc. ("BellSouth Mobile Data"), previously a wholly owned direct subsidiary of BellSouth Enterprises, became a wholly owned direct subsidiary of BellSouth Corporation.
- On July 1, 2011, immediate ownership and control of BellSouth Mobile Data was transferred from BellSouth Corporation to AT&T.<sup>3</sup>

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<sup>1</sup> 47 C.F.R. §§ 1.948(c), 1.9020(j), 1.9030(i). The licenses involved in the *pro forma* assignments and/or transfers of control include authorizations which were formerly designated entity licenses. All applicable unjust enrichment provisions for these licenses were previously satisfied, however, prior to or in connection with AT&T acquiring control of the licenses subject to the Commission's approval. Accordingly, these licenses are no longer "subject to unjust enrichment provisions" as set forth in Section 1.948(c)(1)(i) and, therefore, prior Commission approval for the *pro forma* assignment and/or transfer of control of these licenses is not required. See 47 C.F.R. § 1.948(c). Further, some of the licenses being transferred were acquired through competitive bidding in the past three years. As the licenses were controlled by AT&T both before and after the internal reorganization, this transaction raises no license trafficking concerns. See 47 C.F.R. § 1.2111.

<sup>2</sup> Prior to the internal organization, New Cingular Wireless PCS, LLC applied for and received consent to the *pro forma* transfer of its satellite earth station licenses (IB file number SES-T/C-20110621-00725, granted June 30, 2011), VSAT authorizations (IB file number SES-T/C-20110621-00734, granted June 30, 2011), private radio licenses (ULS file number 0004736840, granted June 28, 2011), and experimental licenses (OET file number 0006-EX-TU-2011, granted June 28, 2011). Further, BellSouth Mobile Data, Inc. applied for and received consent to the *pro forma* transfer of its WCS licenses (ULS File No. 0004714918, granted June 6, 2011). Because AT&T received prior approval for the transfer of all licenses held by BellSouth Mobile Data, BellSouth Mobile Data is not listed as an impacted licensee in the chart on page 3.

<sup>3</sup> Given the proximity in time of these two steps, BellSouth Enterprises and AT&T are filing these notifications as if there was a single transfer of control from BellSouth Enterprises to AT&T. The Applicants have listed June 30, 2011 as the forbearance date on the notification, as this was the date the organization commenced. However, this notification is timely regardless of whether June 30 or July 1 is designated as the forbearance date.



Attached hereto is a table identifying by name each licensee subsidiary that is owned or otherwise controlled by AT&T Mobility and that holds licenses impacted by the assignments and transfers of control.<sup>4</sup> This restructuring does not change the ultimate ownership or control of the spectrum as AT&T has continued to control the authorizations at issue both before and after the restructuring. Accordingly, the restructuring steps are *pro forma* in nature. The Commission has previously stated that in situations, such as the instant reorganization, where no substantial change of control will occur, “grant of the application is deemed presumptively in the public interest.”<sup>5</sup>

This *pro forma* transaction raises no competition-related concerns. AT&T continues to be attributed with the same amount of spectrum both before and after the transaction, because ultimate control over the subject licenses remains with AT&T. The transaction has not changed (increased or decreased) AT&T’s overall spectrum holdings, created new overlaps in any geographic area or market, or reduced the number of entities providing service in any market. Accordingly, additional information on spectrum overlaps for the geographic markets involved is not provided.

---

<sup>4</sup> The forbearance notifications in this series are intended to include all wireless authorizations and FCC Lease IDs held by the companies in the attached list that were active on June 30, 2011 and/or July 1, 2011 (excluding those which required prior approval for their transfer). AT&T respectfully requests that Commission approval of this *pro forma* transaction encompass any authorizations that may have been inadvertently omitted or were unable to be attached to forbearance notifications due to technical impossibility.

<sup>5</sup> See *Forbearance Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers*, 13 F.C.C.R. 6293, 6295 (1998).

**AT&T Licensees Affected by Internal Reorganization That  
Occurred on June 30, 2011-July 1, 2011**

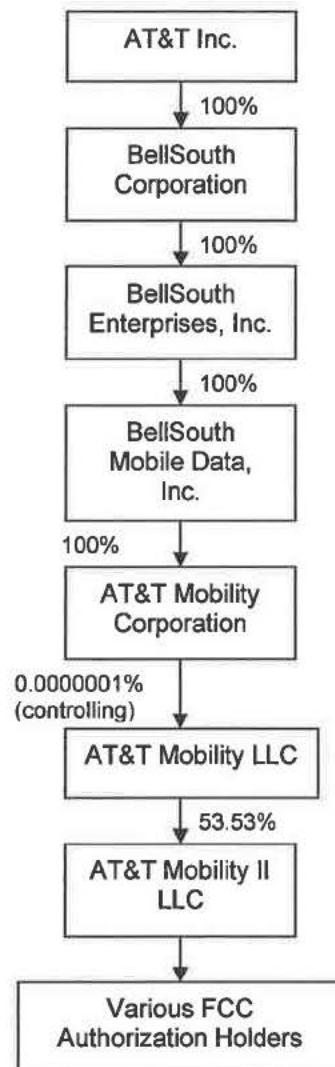
Licensee
Acadiana Cellular General Partnership
AT&T Mobility of Galveston LLC <sup>6</sup>
AT&T Mobility Spectrum LLC
AT&T Mobility II LLC
Chattanooga MSA Limited Partnership
Cincinnati SMSA Limited Partnership <sup>7</sup>
Cingular Wireless of Texas RSA #11 Limited Partnership
Cingular Wireless of Texas RSA #16 Limited Partnership
Decatur RSA Limited Partnership
Florida RSA No. 2B (Indian River) Limited Partnership
Georgia RSA No. 3 Limited Partnership
Houma-Thibodaux Cellular Partnership
Lafayette MSA Limited Partnership
Louisiana RSA No. 7 Cellular General Partnership
Louisiana RSA No. 8 Limited Partnership
Lubbock SMSA Limited Partnership
Madison SMSA Limited Partnership
McAllen-Edinburg-Mission SMSA Limited Partnership
Milwaukee SMSA Limited Partnership
Missouri RSA 11/12 Limited Partnership
Missouri RSA 8 Limited Partnership
Missouri RSA 9B1 Limited Partnership
New Cingular Wireless PCS, LLC
New Las Cruces Cellular Telephone Company LLC
Northeastern Georgia RSA Limited Partnership
Oklahoma City SMSA Limited Partnership
Oklahoma Independent RSA 7 Partnership
Oklahoma RSA 3 Limited Partnership
Oklahoma RSA 9 Limited Partnership
Orlando SMSA Limited Partnership
Santa Barbara Cellular Systems, Ltd.

<sup>6</sup> On June 30, 2011, Galveston Cellular Partnership, the parent of AT&T Mobility of Galveston LLC ("Mobility Galveston"), assigned all of its assets and liabilities to New Galveston Cellular LLC. As a result, indirect control of Mobility Galveston and the FCC licenses it holds was transferred from Galveston Cellular Partnership to New Galveston Cellular LLC. Further, AT&T's indirect ownership interest in Mobility Galveston rose from 96.35 percent to 100 percent. Because of the proximity in time of this transaction to the larger internal reorganization, AT&T is filing a single notification for the two *pro forma* transactions impacting Mobility Galveston.

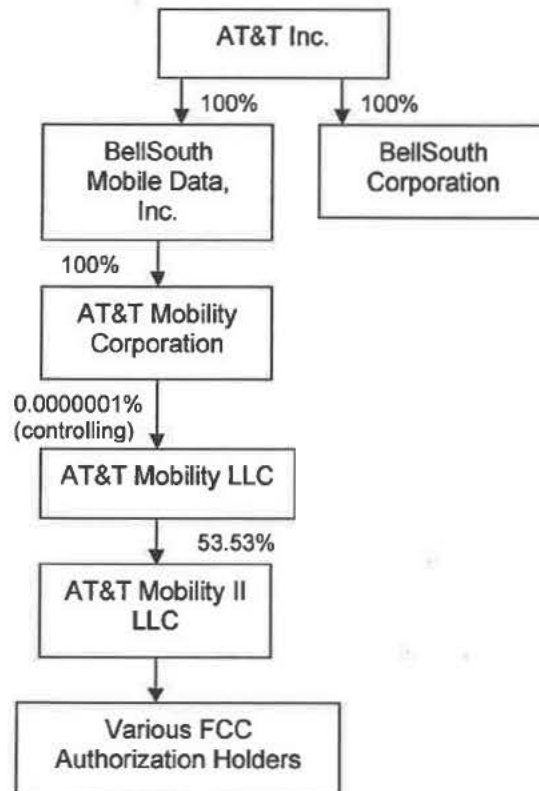
<sup>7</sup> On July 1, 2011, New Cingular Wireless PCS, LLC ("New Cingular") acquired the remaining limited partnership interest in Cincinnati SMSA Limited Partnership ("Cincinnati Partnership"), and as a result became sole Partner, which resulted in the dissolution of the Cincinnati Partnership. New Cingular now holds all the licenses formerly held by the Cincinnati Partnership. Because of the proximity in time of this transaction to the larger internal reorganization, the notification for the Cincinnati Partnership is being filed as a *pro forma* assignment, rather than a *pro forma* transfer of control.

Licensee
TeleCorp Communications, LLC
Texas RSA No. 2 Limited Partnership
Texas RSA 18 Limited Partnership
Texas RSA 19 Limited Partnership
Texas RSA 20B1 Limited Partnership
Texas RSA 6 Limited Partnership
Texas RSA 7B1 Limited Partnership
Texas RSA 9B1 Limited Partnership
Topeka SMSA Limited Partnership

**Pre-Reorganization**



**Post-Reorganization**







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## Universal Licensing System

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0004762557 - AT&T Inc.

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Application

**MAIN** **ADMIN** **TRANS LOG** **TRANSFERS** **LICENSES** **REVENUE**

File Number 0004762557 Application Status Q - Accepted

#### Transaction Information

Other Wireless Licenses	Yes	Lead Application File Number	
Non-Wireless Licenses	Yes	Is this Filing the Lead Application?	Yes
Already Occurred	Yes	Already Occurred Date	06/30/2011
Voluntary/Involuntary	Voluntary	Involuntary Date	
Pro Forma	Yes	Accomplished By	Other: Internal Reorganization
Forbearance	Yes	Forbearance Date	
Partition and Disaggregation		Full/Partial	

#### Designated Entity Information

Bidding Credits Involved	Installment Payments Involved
Closed Bidding Licenses Involved	

#### Competition Related Information

Geographic Overlap	No	10MHz or More	No
Reduced Service Providers	No		

#### Broadband Radio Service and Educational Broadband Service Information

Multichannel  
Video  
Programming  
Section 27.1203  
Programming  
Requirements

Cable TV  
Attributable  
Interest

### Ownership Disclosure Information

Form 602  
Required

Yes

Form 602 File  
Number

0004817624  
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